TRANSCRIPT OF RECORD.

UNITED STATES
COURT OF APPEALS

FIFTH CIRCUIT.

No. 16,290

COLONIAL LIFE AND ACCIDENT INSURANCE COMPANY,

Appellant,

versus

SARAH ETHEL WILSON,

Appellee.

Appeal from the United States District Court for the Middle District of Alabama.

(ORIGINAL RECORD RECEIVED AUG. 31/56.)

U. S. COURT OF APPEALS
FILED
AUG 4 1956

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JOINT STIPULATION OF COUNSEL AS TO PRINTING RECORD.

Filed Sept. 8, 1956.

IN THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT.

No. 16290.

COLONIAL LIFE AND ACCIDENT INSURANCE COMPANY,

Appellant,

versus

SARAH ETHEL WILSON,

Appellee.

It is stipulated by and between Colonial Life and Accident Insurance Company, a corporation, appellant, and Sarah Ethel Wilson, Appellee, acting by and through their respective attorneys of record as follows:

1. That this action was timely and properly removed to the United States District Court for the Middle District of Alabama, Northern Division, which had jurisdiction to try the case.

2. That the plaintiff (Appellee) introduced sufficient evidence to create a jury issue on the question of whether or not the death of the insured was accidental as defined by the policy of insurance sued on.

4. That except for the Transcript of the Evidence and Proceedings and the exhibits introduced thereat, hereinafter dealt with, the following are the only parts of the Record which are designated for printing or which need to be printed for the issues on appeal:

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This Stipulation

Clerk's Certificate 364

4. Each party will designate, pursuant to the rules of this Court, the testimony of the witnesses desired by said party to be included in the Record for Printing. It is further stipulated that all exhibits have been properly certified by the United States District Judge to this Court but that only the following exhibits are material, pertinent, and relevant to the issues on this appeal:

Plaintiff's No. 1—Original Policy of Insurance, 04 7376-05, issued to George Wilson.

Plaintiff's No. 2—Series of Canceled Checks from June, 1951, through May, 1952, inclusive, Showing a Stamp on Back of Each Check, "For Deposit Only, Colonial Life and Accident Insurance Company", and Stamps, including Statement on Each Check "Premium Payment the Executive and Professional Accident Policy".

Plaintiff's No. 14—Series of Canceled Checks from July 31, 1952, through June 30, 1954, inclusive, Bearing Substantially the same Statement as Exhibit No. 2 and Bearing Statement on Face of Checks, "Premium Payment on Policies."

Plaintiff's No. 15—Letter from Z. T. Morris to Colonial, Dated June 30, 1955, Enclosing Newspaper Clipping of Insured's Death.

Plaintiff's No. 16—Correspondence between the Company and Mr. Morris and between the Company and Mr. Tipler.

Defendant's No. 2—Blank Form of "Official Acknowledgment of Receipt of a Series of Checks."

Defendant's No. 3—Original Premium Cards.

Defendant's No. 4—A complete Series of Notices and Stubs in Blank.

Defendant's No. 5—A complete Series of Notices and Stubs, less the last Notice which was Detached as it does not leave the Office of the Defendant.

Defendant's No. 6—A Photograph of Witness Steigner Showing Filed and Holding open an Open File of Notices.

Defendant's No. 7—Blank Copy of Lapse Notice.

Defendant's No. 8—Photograph of Witness Steigner Demonstrating an Open Drawer of Card Files.

Defendant's No. 9—Blank Copy of Four Stub Notices.

Defendant's No. 9(a)—Complete Series of Notices and Stubs, less the First Premium Notice which is Detached.

Defendant's No. 10—Blank Copy of Premium Notice and Series of Checks and Envelopes which go to the Policy-holder.

Defendant's No. 11—Picture of Mrs. Rodgers Standing behind a Desk Demonstrating an IBM Machine.

Defendant's No 12—Picture of Mrs. Rodgers Sitting at a Desk Demonstrating other IBM Machines.

Defendant's No. 13—Complete Series of Notices and Stubs Marked "John Doe, P. O. Box YZ, Opp, Alabama."

Defendant's No. 13(a)—Set of IBM Cards on John Doe.

Defendant's No. 14—Blank Series of Checks to be Signed by John Doe.

Defendant's No. 15—Picture of Witness Mrs. Rodgers Standing Behind a Large Machine.

Defendant's No. 16—Record of Daily Lapses for the Month of September, 1954, containing an entry on George Wilson.

Defendant's No. 17—Picture of Witness Maddox Opening Mail.

Defendant's No. 18—Picture of Witness Maddox Depositing a Package of Envelopes in an Out-of-State Mail Receptacle.

Defendant's No. 19—Picture of Witness Maddox Placing an Envelope in a Stamping Machine.

Defendant's No. 20—Picture of Witness Maddox Tying up Mail.

Defendant's No. 21—Blank Copy of Agent's Notice Sent to the Witness Morris.

Defendant's No. 22—Agent's Notice of Receipt of a Series of Premium Checks.

In Witness Whereof Colonial Life and Accident Insurance Company, Appellant and Sarah Ethel Wilson, Appellee, have caused this instrument to be executed and sealed in thier respective names and behalf, this 4th day of Sptember, 1956, by their respective attorneys of record.

COLONIAL LIFE AND ACCIDENT INSURANCE COMPANY.

SAM RICE BAKER.

By STEINER, CRUM & BAKER,
Its Attorney of Record.

SARAH ETHEL WILSON,

by TRUMAN HOBBS,
Her Attorney of Record.

APPELLANT'S DESIGNATION AS TO PRINTING RECORD.

Filed Sept. 8, 1956.

In the United States Court of Appeals for the Fifth Circuit.

Colonial Life and Accident Insurance Company, Appellant,

vs. 16290.

Sarah Ethel Wilson, Appellee.

Appellant designates the following portions of the Record and Transcript of the Evidence and Proceedings for printing in this cause, pursuant to Rule 23 of the rules of this Honorable Court:

1. The Stipulation between the parties dated the 4th day of September, 1956, together with those portions of the Record described in, set out and specified in said Stipulation, including the original exhibits ordered to be transmitted to this Court.

2. The testimony of the following witnesses beginning on the hereinafter designated pages of the Record and the Transcript of the Proceedings and Evidence at the trial:

Defendant's Witnesses

Name of Witness	Record p. No.	Transcript p. No.
J. C. Judy	172	100
J. C. Judy (Recalled)	236	164
John M. Steigner	255	183

Name of Witness:	Record p. No.	Transcript p. No.
Barbara Rodgers	280	208
James D. (Jackie) Maddox (Mattox)	287	215
Z. T. Morris	299	227
Plaintiff's Witnesses:		
Sarah Ethel Wilson (Recalled)	197	125
J. T. Benson	218	146
Gerald Cannon	221	149
Velma Campbell	224	152

STEINER, CRUM & BAKER,
S. A. BLACK,
Attorneys for Appellant

I hereby certify that I have served a copy of the above and foregoing Designation of Record for printing on Godbold, Hobbs and Copeland, of counsel for plaintiff, this 4th day of September, 1956

SAM RICE BAKER,
Of Counsel for Appellant.

Sworn to and Subscribed before me this 4th day of September, 1956, as witness my hand and seal.

BERNICE G. OSGOODE,
(Seal) Notary Public, Montgomery County.

APPELLEE'S DESIGNATION AS TO PRINTING RECORD.

Filed Sept. 8, 1956.

In the United States Court of Appeals for the Fifth Circuit.

Colonial Life and Accident Insurance Company, Appellant,

vs. 16290.

Sarah Ethel Wilson, Appellee.

Pursuant to Rule 23 of the rules of this Honorable Court, Appellee files this request for the printing of the following additional portions of the transcript supplementing the designation of the Record by Appellant.

Plaintiff's Witnesses:

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Cauley	230-232
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FRANK TIPLER,
(Frank Tipler),
GODBOLD, HOBBS & COPELAND,
By TRUMAN HOBBS,
(Truman Hobbs).

I hereby certify that I have served a copy of the above and foregoing Designation of Record for printing on Sam Rice Baker, attorney for Appellant, this the 5th day of September, 1956.

TRUMAN HOBBS,
Counsel for Appellee.

Sworn to and subscribed before me on this the 5th day of September, 1956.

(Seal)

ALBERT W. COPELAND,
Notary Public, State of Alabama at Large.

CAPTION.

Be It Remembered that at a regular term of the United States District Court, in and for the Northern Division of the Middle District of Alabama, the Honorable Frank M. Johnson, Jr., United States District Judge for the Middle District of Alabama, presiding, and holding its session at Montgomery, Alabama, which said term began on the 3rd day of May, 1955, and continued from time to time up to and including the 21st day of February, 1956, there came on to be heard and determined, among other causes pending on the docket, while Court was regularly in session, the following cause:

Sarah Ethel Wilson, Plaintiff,
versus
Colonial Life & Accident Insurance Company, a Corporation, Defendant.

Civil Action No. 1119-N.

Appearances:

For Plaintiff-Appellee: Messrs. Godbold & Hobbs, Professional Center, Montgomery, Alabama, Hon. Frank J. Tipler, Jr., Andalusia, Alabama.

For Defendant-Appellant: Messrs Steiner, Crum & Baker, First National Bank Building, Montgomery, Alabama; Hon. S. Augustus Black, 800 Barringer Building, Columbia, S. C.

(Copy.)

SUMMONS.

In the Circuit Court of Covington County, Alabama, At Law.

Sarah Ethel Wilson, Plaintiff,

vs. No. 694.

Colonial Life & Accident Insurance Company, a Corporation, Defendant.

To Any Sheriff of the State of Alabama, Greetings:

You are hereby commanded to summon Colonial Life & Accident Insurance Company, a Corporation, to appear within thirty days from the service of this writ in the Circuit Court of said County, at the place of holding the same, and plead, answer or demur to the complaint of Sarah Ethel Wilson.

Witness my hand this 5th day of September, 1955

(Sgd.) CURTIS H. RODGERS,
Clerk.

COMPLAINT.

In the Circuit Court of Covington County, Alabama,
At Law.

Sarah Ethel Wilson, Plaintiff,

vs. No. 694.

Colonial Life & Accident Insurance Company, A Corporation, Defendant.

Count One.

The plaintiff claims of the defendant Twenty Five Thousand ($25,000.00) Dollars, due on a policy, whereby the defendant, on the 31st day of July, 1951, insured the life of George Wilson, who died on the 28th day of June, 1955, of which the defendant has had notice. Said policy is the property of the plaintiff.

(Sgd.) FRANK J. TIPLER, JR.,
Attorney for Plaintiff.

The plaintiff demands a trial by jury to try all issues in this case.

(Sgd.) FRANK J. TIPLER, JR.,
Attorney for Plaintiff.

Petition for Removal;

Bond for Removal;

Defendant's Notice of Filing Petition and Bond;

Defendant's Certificate of Service of Removal Papers;

Omitted from the Printed Record, Pursuant to Designations of Counsel as to Printing Record, copied at page 1, et seq.

* * * * * * * *

MOTION FOR A MORE DEFINITE STATEMENT.

(Title Omitted.)

First Defense.

Defendant moves the Court to dismiss the action because the complaint fails to state a claim against defendant upon which relief can be granted.

Defendant moves the Court for a more definite statement because plaintiff's complaint is so vague and indefinite that defendant cannot reasonably be required to frame an answer thereto because:

1. It does not appear whether or not the policy of insurance sued on was in full force and effect on the 28th day of June, 1955, the alleged date of the death of the insured.

2. It does not appear whether or not the premiums on said policy of insurance had been paid.

3. No facts are alleged to show whether or not said policy had lapsed prior to the date of the death of the insured.

4. It is not alleged that insured paid any premiums at all for said policy of insurance.

5. For aught that appears there was no consideration for said contract of insurance.

Wherefore, Defendant moves the Court:

To require plaintiff to allege the consideration for said policy of insurance; whether or not the first premium was paid thereon; and whether or not any subsequent premiums were paid thereon.

And to allege whether or not said policy of insurance was in full force and effect as of the date of the death of the insured.

STEINER, CRUM & BAKER,
Attorneys for Defendant.

I hereby certify that I have mailed by United States mail, postage prepaid, a copy of the foregoing Motion to Dismiss and Motion for a More Definite Statement to Mr. Frank J. Tipler, Jr., Andalusia, Alabama, attorney for plaintiff, this 11th day of October, 1955.

SAM R. BAKER,
Of Counsel for Defendant.

Filed Oct. 12, 1955.

AMENDMENT TO COMPLAINT.

Filed Dec. 27, 1955.

(Title Omitted.)

Comes the plaintiff, Sarah Ethel Wilson, in the above styled cause and by leave of Court first had and obtained amends her complaint by adding thereto Count II.

Count II.

1. Defendant is and at all times mentioned herein was duly authorized to carry on the business of life and accident insurance in the State of Alabama.

2. In July, 1951, the defendant insurance company executed and delivered to George Wilson its policy of insurance No. 04-7376-05, whereby in consideration of the payment to the defendant of the premiums specified in the policy, the defendant insurance company agreed to pay $25,000 to the plaintiff as beneficiary on said policy in the event the said George Wilson, within ninety (90) days from the date of an accident while riding in or driving of an automobile of the pleasure car type, lost his life directly, and independently of all other causes from injuries sustained in said accident. Said policy of insurance is attached hereto and made a part hereof.

3. On or about June 28, 1955, the said George Wilson received bodily injuries while riding in or driving of an automobile of the pleasure car type which directly and independently of all other causes resulted

in his loss of life within ninety (90) days from the date of his accident, June 28, 1955.

4. The plaintiff caused to be delivered to the defendant at its offices, due and proper proofs of death of the said George Wilson.

5. There is now due and owing to the plaintiff the sum of $25,000.00 with interest from June 28, 1955, by reason of the facts above stated.

Wherefore, Plaintiff demands judgment for $25,000.00 with interest and costs.

FRANK TIPLER,
TRUMAN HOBBS,
Attorneys for Plaintiff.

I, hereby certify that a copy of the above amended pleading has been mailed postage prepaid on this the 28th day of December, 1955, to the defendant's attorney of record, Sam Rice Baker, Esquire, First National Bank Building, Montgomery, Alabama.

TRUMAN HOBBS,
Attorney for Plaintiff.
306-311 Professional Center Building,
Montgomery, Alabama.

Filed Dec. 27, 1955. O. D. Street, Jr., Clerk.

(Envelope or jacket attached to Amendment to Complaint.)

Colonial Life & Accident Insurance Company
Columbia, S. C.

Important Notice Please Read.

This Accident Policy pays benefits for every kind of accident except the few excepted by the policy. Automobile, pedestrian and travel accidents are covered under Section One and every other kind of accident is covered under Section Two.

Do not give up this policy for a policy of another company at the suggestion of anyone without first writing us or your State Insurance Department for advice. This is a Non-Cancellable policy which means the Company has no right to cancel your policy for any reason except for non-payment of premiums.

Please notify the Company immediately in event of claim.

Thank you for placing a part of your insurance with our Company. We are always at your service.

(Title Omitted.)

This cause coming on to be heard was submitted upon defendant's motion to dismiss the action on the ground that the complaint fails to state a claim upon which relief can be granted and also having been

submitted on defendant's motion for a more definite statement.

It appearing to the Court that the complaint is in the statutory form set out and prescribed by Title 7, Secion 223 of the 1940 Code of Alabama; said statutory form is sufficient upon which to predicate an action based upon a life insurance contract; the Court is of the opinion, therefore, that the motion to dismiss should be overruled.

It having been made known to the Court, however, by counsel in oral argument that the contract in this case sued upon was actually a health and accident policy with death benefits, the Court is of the opinion that the motion for a more definite statement should be granted.

It is, therefore, the Order and Judgment of the Court that the motion to dismiss be and the same is hereby overruled. It is the further Order and Judgment of the Court that the motion for a more definite statement be and the same is hereby granted.

Done, this the 28th day of December, 1955.

FRANK M. JOHNSON, JR.,
United States District Judge.

Filed Dec. 28, 1955

MOTION TO DISMISS

(Title Omitted.)

First Defense.

Defendant moves the Court to dismiss the action because the complaint as last amended on, to-wit: December 28, 1955, fails to state a claim against defendant upon which relief can be granted.

Second Defense.

Motion for More Definite Statement.

Defendant moves the Court for more definite statement because plaintiff's complaint, as amended on, to-wit: December 28, 1955, is so vague and indefinite that defendant cannot be reasonably required to frame an answer thereto for that:

1. It does not appear whether or not the policy of insurance sued on was in full force and effect on the 28th day of June, 1955, the alleged date of the death of the insured.

2. It does not appear whether or not the premiums on said policy of insurance had been paid.

3. No facts are alleged to show whether or not said policy had lapsed prior to the date of the death of the insured.

4. It is not alleged that insured paid any premiums at all for said policy of insurance.

5. For aught that appears there was no consideration for said contract of insurance.

6. For that it affirmatively appears from the allegations of the complaint and the policy of insurance annexed thereto that defendant's entire agreement was dependent upon the payment of premiums by the insured and it is not alleged that said premiums were paid.

7. For that it affirmatively appears from the policy of insurance attached to and made a part of the complaint that "This policy is issued in consideration of the application and the payment in advance of monthly premiums of $10.00" and it is not alleged that said monthly payments were paid in advance down to and including the date of insured's death.

Wherefore, defendant moves the Court:

To require plaintiff to allege what premiums were paid on said policy; whether the monthly premiums of Ten Dollars ($10.00) were paid in advance as required by said policy down to and including date of insured's death; whether or not said policy of insurance was in full force and effect as of the date of the death of insured and whether or not plaintiff has performed all conditions precedent.

STEINER, CRUM & BAKER,
Attorneys for Defendant.

I hereby certify that I have mailed, postage prepaid, copy of the above motion to dismiss and motion for more definite statement to Messrs. Godbold and Hobbs, Professional Center Building, Montgomery,

Alabama, attorneys for plaintiff, this 29th day of December, 1955.

SAM RICE BAKER.

Filed Dec. 30, 1955.

DEFENDANT'S REQUEST FOR ADMISSIONS

(Title Omitted.)

Pursuant to the provisions of Rule 36 of Federal Rules of Civil Procedure, defendant Colonial Life & Accident Insurance Company requests plaintiff Sarah Ethel Wilson within ten days after service of this request to make the following admissions for the purpose of this action only:

I.

Defendant attaches to and exhibits with this request as Item 1 a photostatic copy of the face side of application for accident insurance policy. With respect to said Item 1 you are requested to make the following admissions:

(1) That it is a true and correct copy of the original application for accident insurance policy, signed by George Wilson, on July 5, 1951.

(2) That it shows his correct address, correct business address, and address for sending renewal notices to, as P. O. Box 145, Opp, Alabama.

(3) That said address, P. O. Box 145, Opp, Alabama, was the correct postoffice address of George Wilson, and was the correct postoffice address of George Wilson during the months of July and August, 1954.

II.

Defendant attaches hereto as Item 2 photostatic copies of two premium record cards relating to Policy No. 04-7376-05 on George Wilson, said cards being marked Item 2(a) and Item 2(b).

As to each of said cards, Items 2(a) and 2(b), you are requested to make the following admissions:

(1) That it is a true and correct copy of the original premium record card on policy of insurance 04-7376-05, issued to George Wilson, which is the policy involved in this suit.

(2) That said card is a part of the original and permanent records of defendant, kept at its Home Office in Columbia, South Carolina, in the usual course of its business.

(3) That the entries made on said card are original entries made by employees of defendant in the usual and ordinary course of business.

(4) That the entries on said cards are true and correct.

III.

Attached hereto and marked Item 3, consisting of fifteen sheets, are photostatic copies of pages of the Cash Journal of Colonial Life & Accident Insurance Company covering the months from June, 1954, through July, 1955, inclusive. As to each of said sheets marked Item 3(1), to Item 3(15), inclusive, you are requested to make the following admissions:

(1) That it is a true and correct photostatic copy of the original cash journal of defendant.

(2) That said cash journal is a part of the original and permanent records of defendant, kept at its Home Office in Columbia, South Carolina, in the usual course of business.

(3) That the entries made on said journal are original entries made by employees of defendant in the usual and ordinary course of business.

(4) That the entries in said cash journal are true and correct.

(5) That the entries in said cash journal show the payment of premiums on the policies therein listed.

(6) That said journal entries read serially according to the serial number of the policy, and the name of the insured.

(7) That the serial number on the policy involved in this suit is shown in said cash journal as 07376, the insured is George Wilson and the monthly premium is $10.00.

(8) That Item 3(1) is the cash journal for the month of June, 1954, and lists the payment of a premium by George Wilson on the policy sued on in its proper sequence and serial, viz., 07376, and shows the payment of a monthly premium of $10.00.

(9) That the journals for all succeeding months, being Items 3(2) through 3(15), inclusive, and covering the months of July, 1954, through July, 1955, inclusive, do not list or show payment of any premiums by George Wilson, or the payment of any premiums on Policy Serial No. 07376, being the policy involved in this suit.

(10) That had any premiums been paid subsequent to June, 1954, they would have been properly listed in this cash journal for the month in which paid.

IV

Attached hereto as Item 4 is a photostatic copy of "Renewal List—Large Policies (Annual Premiums $14 to $116)", for Agent Z. T. Morris for the month of July, 1954. As to said Item 4, please make the following admissions:

(1) That it is a true and correct copy of the original Renewal List—Large Policies, which is the renewal list of this defendant.

(2) That said renewal list is a part of the original and permanent records of defendant, kept at its Home Office in Columbia, South Carolina, in the usual course of its business.

(3) That the entries made on said card are original entries, made by employees of defendant in the usual and ordinary course of business.

V.

Attached hereto and marked Item 5 is a photostatic copy of "List of Renewals Paid," under the name of Agent Z. T. Morris, for the month of July, 1954. You are requested to make the following admissions as to Item 5:

(1) That it is a true and correct copy of the original "List of Renewals Paid" of this defendant.

(2) That said Item 5 is a part of the original and permanent records of defendant kept at its Home Office in Columbia, South Carolina, in the usual and ordinary course of its business.

(3) That the said entries made on said list are original entries made by employees of defendant in the usual and ordinary course of business.

(4) That said renewal list contains an entry for George Wilson on Policy Serial No. 07376, Plan 05, due July 31, with 15 days of grace, in the amount of $10.00.

(5) That opposite the entry described in question (4) above there appears the entry "Not paid."

(6) That said entry "Not Paid" opposite the entry on the policy of George Wilson is true and correct.

VI

Attached hereto as Item 6 is a photostatic copy of a Journal Voucher dated September 15, 1954. You are requested to make the following admissions as to said Journal Voucher:

(1) That it is a true and correct copy of the original journal voucher on policy of insurance 04-7376-05 as to George Wilson, which is the policy involved in this suit.

(2) That said journal voucher is a part of the original and permanent records of defendant, kept at its Home Office in Columbia, South Carolina, in the usual and ordinary course of its business.

(3) That the entries made on said journal voucher are original entries made by employees of defendant in the usual and ordinary course of business.

(4) That the entries on said journal voucher are true and correct.

VII.

Attached hereto and marked Item 7 is a photostatic copy of an Agent's Statement for Agent Z. T. Morris for the month ending September 30, 1954. You are requested to make the following admissions:

(1) That Item 7 is a true and correct copy of the original Agent's Statement for Z. T. Morris for the month of September, 1954.

(2) That said statement is a part of the original and permanent records of defendant, kept at its Home Office in Columbia, South Carolina, in the usual course of its business.

(3) That the entries made on said Agent's Statement are original entries, made by employees of defendant in the usual and ordinary course of business.

(4) That the entries on said Agent's Statement are true and correct.

(5) That said Agent's Statement contains the following entry: George Wilson, type policy O, September 1954, is charged or debited 97c as Agent's commission.

(6) That said 97 cents is the same 97 cents covered in the journal voucher marked Item 6.

(7) That said 97 cents is the Agent's Commission on the $10.00 premium on Policy 07376, listed on Item 5, and opposite which appears the entry, "Not paid."

VIII.

There is exhibited herewith and attached hereto as Item 8 a list of Lapsed Policies for the month of September, 1954, said list consisting of 12 sheets. You are requested to make the following admissions with respect to said Item 8:

(1) That it is a true and correct copy of the original record or list of lapsed policies kept by defendant.

(2) That said Item 8 is a part of the original and permanent records of defendant, kept at its Home Office in Columbia, South Carolina, in the usual course of its business.

(3) That the entries made on said Item 8 are original entries made by employees of defendant in the usual and ordinary course of business.

(4) That the entries on said Item 8 are true and correct.

(5) That on sheet 7 of Item 8 there appears the following entry:

George Wilson Policy 07376.

IX.

Attached hereto and exhibited herewith as Item 9 is a series of premium notices consisting of three sheets. You are requested to make the following admissions with respect ot Item 9:

(1) Do you admit that said notice, consisting of sheets 1, 2, and 3, are true and correct copies of original notices which were prepared by defendant in its Home Office at Columbia, South Carolina?

(2) Do you admit that said notices were prepared by defendant's machine record section on an IBM machine by the use of a prior punched card correctly listing the policy sued on?

(3) Do you admit that sheet 1 of Item 8, together with a series of twelve unsigned checks in the amount

of $10.00 each, drawn on the First National Bank of Opp, Alabama, was received by Mr. George Wilson approximately eleven days prior to the anniversary date of his policy, viz., July 31, in the year 1954?

(4) If you have failed to admit question (3) above, then do you admit that sheet 1 of Item 8, together with a series of 12 checks in the amount of $10.00 each, drawn on the First National Bank of Opp, Alabama, was eposited in the U. S. mails at Columbia, South Carolina, proper postage prepaid, addressed to George Wilson, P. O. Box 145, Opp, Alabama, approximately 12 days before the anniversary date of the policy sued on, viz., July 31, in the year 1954?

(5) Do you admit that sheet 2 of Item 8 was received by Mr. George Wilson on or about August 1 or 2, 1954?

(6) If you have failed to admit question (5) above, then do you admit that sheet 2 of Item 8 was deposited in the U. S. Mails at Columbia, South Carolina, proper postage prepaid, addressed to George Wilson, P. O. Box 145, Opp, Alabama?

(7) Do you admit that sheet 3 of Item 8, together with a series of 12 unsigned checks in the amount of $10.00 each, drawn on the First National Bank of Opp, Alabama, was received by George Wilson approximately on August 4 or 5, 1954?

(8) If you have failed to admit question (7) above, then do you admit that sheet 3 of Item 8, together with a series of 12 unsigned checks in the amount of $10.00 each, drawn on the First National Bank of Opp,

Alabama, addressed to George Wilson, P. O. Box 145, Opp, Alabama, was duly deposited in the U. S. mails at Columbia, South Carolina, postage prepaid, on or about August 4, 1954?

X.

(1) Do you admit that the series of canceled checks exhibited by your attorney to defendant's attorney in the offices of defendant's attorney on the 11th floor of First National Bank Building, Montgomery, Alabama, on January 24, 1956, said series of checks beginning with the month of July, 1951, and ending in the month of June, 1954, each check being signed by George Wilson and drawn on the First National Bank of Opp, Alabama, and being in the amount of $10.00 each, said checks having been produced pursuant to the orders of this Court, are all of the canceled checks held by you or by the First National Bank of Opp, Alabama, which were drawn on the account of George Wilson and which represents payments of premiums on the policy of insurance sued on?

(2) Do you admit that the premiums on said policy were payable $10.00 per month, and that the last month for which you have a check, premium receipt, or other documentary evidence of the payment of premiums, is the month of June, 1954?

(3) Do you admit that no premiums were paid on this policy after the month of June, 1954?

The above admissions are requested for the purpose of this action, and this action only, and are

subject to all pertinent objections to admissibility which may be interposed at the trial.

STEINER, CRUM & BAKER,
Attorneys for Defendant.

I hereby certify that a copy of the above and foregoing Request for Admission by Defendant under Rule 36 has this day been mailed, postage prepaid, to Mr. Truman Hobbs, Godbold & Hobbs, attorneys for the plaintiff in the above entitled cause, on this January 27, 1956.

SAM RICE BAKER,
Attorney for Defendant.

Filed Jan. 27, 1956.

ORDER ON PRE-TRIAL HEARING.

(Title Omitted.)

This cause coming on to be heard on a regular pre-trial hearing, and all parties being present in person or by counsel, the following action was thereupon taken:

1. The following pleadings and amendments were allowed:

Complaint, as amended. Answer by defendant is waived. Defendant's motion to dismiss and for more definite statement filed Decemb. 30, 1955, is overruled and denied. Defendant's motion to require plaintiff to produce the names and addresses of certain witnesses filed January 27, 1956, after the plaintiff has furnished defendant the following witnesses: Tobe Adams, Sarah Ethel Wilson, Bill Cauley, Jack Graves, John D. Wilson, Velma Campbell, and Clinton Powell, is overruled and denied. Plaintiff's motion to produce is hereby granted. Defendant's motion to produce is hereby granted. Judgment is reserved upon defendant's request for admissions under Rule 36 filed January 27, 1956. Plaintiff is required to file answer to said request and serve defendant with copy of same on or before February 2, 1956.

2. It was agreed by all of the parties that the following are all of the issues in controversy in this cause:

Whether or not any premiums had been paid on said policy after payment of a premium on June 30,

1954, and whether or not said policy had lapsed or terminated according to its provisions because of the failure to pay premiums.

It is stipulated by and between the parties that no payments were made by or on behalf of plaintiff or insured to the defendant for premium payments under the policy in question by cash subsequent to the premium payment of June 30, 1954, and that the plaintiff or her agent does not have and cannot produce any check or premium receipt representing payment to defendant for premium payment under this policy subsequent to June 30, 1954.

It is further stipulated that plaintiff or her agent does not have and cannot produce any bank statement reflecting payment as premium on this policy subsequent to June 30, 1954.

It is therefore Ordered by the Court that all of the above-named allowances and agreements be, and the same are hereby binding upon all partis in the above-styled cause, unless this order be hereafter modified by order of the Court.

Done, this the 1st day of February, 1956.

FRANK M. JOHNSON, JR.,
United States District Judge.

Filed Feb. 1, 1956.

AMENDMENT TO ORDER ON PRE-TRIAL HEARING.

(Title Omitted.)

This cause coming on to be heard and it having been made known to the Court by the attorneys of record representing the defendant that manifest injustice may occur unless the pre-trial order entered by the Court in this cause on the 1st day of February, 1956, be amended to include the issue of the cause of death of the insured, upon consideration of the facts presented to the Court in this connection, the Court is of the opinion that said amendment should be made.

It is therefore the Order and Judgment of the Court that the pre-trial order entered in this cause on the 1st day of February, 1956, be and the same is hereby amended by adding the following as one of the issues in controversy in this cause:

Whether or not the insured died as a result of accidental means within the terms of the policy.

It is the further Order and Judgment of the Court that the pre-trial order entered in this cause on the 1st day of February, 1956, in all other respects remain as entered.

Done, this the 3rd day of February, 1956.

FRANK M. JOHNSON, JR.,
United States District Judge.

Filed Feb. 3, 1956.

ANSWER OF DEFENDANT.

(Title Omitted.)

I.

Answering Count II of the complaint, defendant admits the allegations of Paragraphs 1 and 2.

It denies the allegations of Paragraph 3 and demands strict proof thereof.

Defendant admits that it had notice of the death of George Wilson.

Defendant denies the allegations of Paragraph 5 of Count II.

II.

Defendant alleges that the policy of insurance sued on and attached to the complaint had lapsed or terminated prior to June 28, 1955, the date of the alleged death of the insured, because the insured failed to pay the premiums provided for in said policy.

Wherefore defendant says that it is not liable to the plaintiff in this cause.

III.

Defendant alleges that the policy of insurance sued on and attached to and made a part of the complaint contains the following provision:

"1. Premiums are payable at the Home Office of the Company, but may be made to an authorized agent of the Company on or before the dates when due, in exchange for official receipts signed by the President or Treasurer and countersigned by such agent. Such a receipt shall be the only evidence of payment binding upon the Company. The payment of any premium shall not maintain the policy in force beyond the date when the next payment becomes due, except as herein provided."

And defendant alleges that it did not issue its official receipt signed by its President or Treasurer, showing payment of premiums for the month of June, 1955, when the death of the insured is alleged to have occurred, and defendant alleges that plaintiff does not have and cannot produce an official receipt of defendant, signed by its President or Treasurer, showing that said policy was in force and effect on June 28, 1955, the date of the death of the insured.

Wherefore defendant says that it is not liable to the plaintiff in this cause.

IV.

Defendant alleges that the insurance policy sued on and made a part of the complaint contained the following exception:

"The insurance under this policy shall not cover: * * * (d) any loss caused or contributed to by bacterial infections (except pyogenic infections which shall occur with and through an accidental cut or wound) or by any disease, insect borne or otherwise, or medical or surgical treatment therefor;"

And defendant alleges that insured's death was caused or contributed to by bacterial infections (except pyogenic infections which occurred with and through an accidental cut or wound), or by disease.

Wherefore defendant says that it is not liable to the plaintiff in this cause.

V.

Defendant alleges that the policy of insurance sued on and attached to and made a part of the complaint contains the following provision:

"The insurance under this policy shall not cover: * * (j) any loss caused or contributed to directly or indirectly by any pre-existing disease, infirmity, deformity or physical impairment or medical or surgical treatment therefor."

And defendant alleges that the insured's death was caused or contributed to, directly or indirectly, by a pre-existing disease, infirmity, deformity, or physical impairment to-wit, coronary thrombosis and kidney trouble, or to-wit, coronary thrombosis, or, to-wit, kidney trouble.

Wherefore defendant says that it is not liable to the plaintiff in this cause.

S. AUGUSTUS BLACK,
STEINER, CRUM & BAKER,
Attorneys for Defendant.

I hereby certify that I have this day mailed a copy of the above and foregoing answer to Messrs. Godbold & Hobbs, attorneys for the plaintiff.

This February 3, 1956.

SAM RICE BAKER,
Attorney for Defendant.

Filed Feb 3, 1956.

PLAINTIFF'S ANSWERS AND OBJECTIONS TO DEFENDANT'S REQUESTS FOR ADMISSIONS.

(Title Omitted.)

Plaintiff makes the following answers, denials and objections under the provisions of Rule 36 of the Federal Rules of Civil Procedure on the grounds and for the reasons stated.

I.

(1) Plaintiff admits that the application attached to the defendant's motion is a true and correct copy of the original signed by George Wilson.

(2) Plaintiff admits the fact requested to be admitted.

(3) Plaintiff admits the fact requested to be admitted.

II.

(1) Plaintiff admits that the records attached to the Motion are true and correct copies of the originals.

(2, 3 & 4) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and for grounds states that she has no personal knowledge of the same and cannot reasonably ascertain the truthfulness of the same.

III.

(1) Plaintiff admits that the records attached to the Motion are true and correct copies of the originals.

(2 3, 4 & 5) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and for grounds states that she has no personal knowledge of the same and cannot reasonably ascertain the truthfulness of the same.

(6, 7, 8 & 9) Plaintiff objects to the facts sought to be admitted and for grounds states that having admitted that the attached photostaic copies are rue and correct copies of the original records said records speak for themselves.

(10) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and for grounds states that she has no personal knowledge of the same and cannot reasonably ascertain the truthfulness of the same.

IV.

(1) Plaintiff admits that the records attached to the Motion are true and correct copies of the originals.

(2 & 3) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and

for grounds states that she has no personal knowledge of the same and cannot reasonably ascertain the truthfulness of the same.

V.

(1) Plaintiff admits that the records attached to the Motion are true and correct copies of the originals.

(2 & 3) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and for grounds states that she has no personal knowledge of the same and cannot reasonably ascertain the truthfulness of the same.

(4 & 5) Plaintiff objects to the facts sought to be admitted and for grounds states that having admitted that the attached photostatic copies are true and correct copies of the original records, said records speak for themselves.

(6) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and for grounds states that she has no personal knowledge of the same and cannot reasonably ascertain the truthfulness of the same.

VI.

(1) Plaintiff admits that the records attached to the Motion are true and correct copies of the originals.

(2, 3 & 4) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and for grounds states that she has no personal knowl-

edge of the same and cannot reasonably ascertain the truthfulness of the same.

VII.

(1) Plaintiff admits that the records attached to the Motion are true and correct copies of the originals.

(2, 3 & 4) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and for grounds states that she has no personal knowledge of the same and cannot reasonably ascertain the truthfulness of the same.

(5 & 6) Plaintiff objects to the facts sought to be admitted and for grounds states that having admitted that the attached photostatic copies are true and correct copies of the original records said records speak for themselves.

(7) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and for grounds states that she has no personal knowledge of the same and cannot reasonably ascertain the truthfulness of the same. Plaintiff objects to the facts sought to be admitted and for grounds states that having admitted that the attached photostatic copies are true and correct copies of the original records said records speak for themselves.

VIII.

(1) Plaintiff admits that the records attached to the Motion are true and correct copies of the originals.

(2, 3 & 4) Plaintiff objects to any admission of the truthfulness of the facts sought to be admitted and for grounds states that she has no personal knowledge of the same and cannot reasonably ascertain the truthfulness of the same.

(5) Plaintiff objects to the facts sought to be admitted and for grounds states that having admitted that the attached photostatic copies are true and correct copies of the original records said records speak for themselves.

IX.

(1, 2, 3, 4, 5, 6, 7, & 8) Plaintiff admits that during the latter part of July, 1954, George Wilson received a premium notice from defendant and 12 checks drawn on the First National Bank of Opp, Alabama, each check being in the amount of $10.00. These checks were unsigned. The checks were payable to defendant. Plaintiff states that Mr. Wilson signed each of these checks and returned them to defendant. Plaintiff has no knowledge of whether the notices attached to the defendant's motion are true and correct copies of the one notice which Mr. Wilson received and plaintiff cannot reasonably ascertain whether said notices are true and correct copies. Plaintiff states that to her knowledge only one premium notice was received by Mr. Wilson, this notice, being the one received in the latter part of July, 1954 along with the 12 checks described above. All other matters requested to be admitted are matters about which plaintiff has no knowledge and cannot reasonably ascertain the truthfulness of the facts sought to be admitted.

X.

(1 & 2) Plaintiff admits the facts sought to be admitted.

(3) Plaintiff specifically denies the facts sought to be admitted and states that the premiums due on the policy of insurance subsequent to the month of June, 1954, were paid.

State of Alabama,
..... County.

Before me the undersigned authority personally appeared Sarah Ethel Wilson who being known to me and being by me first duly sworn on oath deposes and says that the denials of facts sought to be admitted by the defendant are made for the reasons set forth above which said reasons are true and correct to the best of affiant's knowledge, information and belief.

SARAH ETHEL WILSON,
(Sarah Ethel Wilson).

Sworn to and subscribed before me on this the 3rd day of February, 1956.

EVELYN MILLER,
Notary Public.

Filed Feb. 6, 1956.

STIPULATIONS.

Mr. Baker:

Judge, do you have any rule that we may follow about stating the specific grounds of our objections?

The Court:

You may object to evidence or questions and need not state your grounds unless I ask for them expressly and it is understood that you may assign any grounds you wish.

Mr. Hobbs:

That is satisfactory to us.

Testimony of Bill Cauley;

Testimony of H. E. Ray;

Testimony of Jack Graves;

Testimony of Dr. J. C. Hurst;

Testimony of Dr. Jackson Leonard Bostick;

Testimony of Sam Rainer;

Testimony of Sara Ethel Wilson;

Testimony of Dr. Jackson Leonard Bostick, (Recalled);

Testimony of Sara Ethel Wilson (Recalled);

Colloquy between Court and Counsel;

Omitted from the Printed Record, Pursuant to Designations of Counsel as to Printing Record, copied at pages 1, et seq.

* * * * * * * *

Now, Mr. Judy, will you take the stand.

Direct Examination.

Mr. Baker:

Q. Mr. Judy, what is your full name?

A. John Clifton Judy.

Q. What is your connection with the Defendant in this case?

A. I am an officer of the Company, Vice President and Treasurer.

Q. Now, Mr. Judy, as Vice President and Treasurer, do you have supervision and custody of the books and records of the Company?

A. Yes, sir.

Q. First, where is your home office located?

A. In Columbia, South Carolina.

Q. And your books and records are kept there?

A. Yes, sir.

Q. Are those books and records kept under your supervision and direction?

A. Yes, sir, they are.

Q. Are they kept by employees working for the company in the usual and ordinary course of their employment?

A. Yes, sir.

Q. Mr. Judy, are the entries and facts contained in those books and records true and correct?

A. Yes, sir.

Q. I will ask you, if you will, to examine photostatic copies of these books and records of the Company, attached to the request for admission in this case. It is stipulated that they are true and correct photostatic copies of your original records?

A. I can identify these records to the Court if you wish.

Q. Yes, identify them, as you go through them.

A. Item 3 is a cash journal which includes deposits for the month of June, 1954, to, and I believe through July, 1955. And these journals are prepared on automatic International Business machines and is our only source of depositing money on premiums received on policies.

Q. All right, sir. Now, will you examine your cash journal for the month of June, 1954?

A. The June 1954 cash journal shows a deposit of $10.00 from George Wilson.

Q. Now, let me put the question this way, Mr. Jury. Have you examined cash journals that you have in your hand for the months subsequent to the month of June, 1954?

A. I have.

Q. Do any of these cash journals after the month of June, 1954, show the receipt of any premium payments from George Wilson?

A. No.

Q. So, according to the cash journal entries kept by the defendant, which you have just identified, the last payment made by George Wilson is June, 1954, is that correct?

A. Yes, sir.

Q. After the cash journal, what other records do you have in your hand?

A. (Item 4.) This is a renewal list for the month of July, 1954. This is a renewal list of a given agent, Mr. Z. T. Morris, in this case. We prepare these from the machines. They are prepared by these punch cards to give the agent a list of the expirations of policies that come due in any given month, so that he would have that list.

Q. And that was for July, 1954?

A. Yes, sir.

Q. Now, do you have any record, Mr. Judy, showing that Mr. Morris was charged back for the commission he got on that expired list?

A. (Item 5) This is a list of the policies that came due or expired in July, 1954. Here we have a list of renewals coming due and the name of George Wilson appears, and that as a general thing was charged back to Mr. Morris that had been credited to him in July, 1954, because of a delay. It is a delayed thing in crediting these agents commissions. And this incidentally has—

Q. So, you allowed him his commission in July and the grace period expired, and he would be charged back?

Mr. Hobbs:

We object to that. The records themselves are the best evidence.

The Court:

I sustain that.

Mr. Baker:

All right, sir. Now, what is the next record that you have?

A. The next record is a record of the lapsed policy occurring in July, 1954.

Mr. Hobbs:
We object.

The Court:
Overruled.

Mr. Baker:
What is the next record—the lapsed policy,—is that one of the records you referred to while ago as being kept under your supervision and your control?

A. That is right.

Q. I will ask you to state whether or not the name of Mr. George Wilson appears on Item 8, your Item 8 list of lapsed policies for the month of September, 1954?

A. It does, but I have to locate it. Here it is. George Wilson, showing his policy had lapsed.

Q. What identifying numbers appear on Mr. George Wilson's policy?

A. The policy number is 7376.

Q. So his name and his policy number together appear on that list?

A. Yes, sir.

Q. Do you have any further records there, Mr. Judy?

A. I do not.

Q. Mr. Judy, I will ask you if the Defendant in this case has received any premium payments on its policy of insurance issued to George Wilson since June, 1954?

Mr. Tipler:
We object.

The Court:
Overruled.

Q. Your answer, sir?
A. No, sir, we have not.

The Court:
May I ask him a question at this time.

Mr. Baker:
Yes, sir.

The Court:
When you say you have not, are you testifying from what your records show?
A. Yes, sir.

Mr. Baker:
I believe we missed one record in regard to the cash journal. I will show you here two documents marked "Item 2A and 2B", to the request for admission, and I ask you what those documents are?
A. Premium record cards, photostatic copies of them.
Q. Are these the originals that I am holding in my hand?
A. Yes, sir.
Q. What does your premium record card show in reference to the condition of the policy of George Wilson?
A. It shows that it lapsed on August 15, 1954.

Mr. Baker:
I will substitute the photostatic copy for the original.

The Court:
I take it that is still part of the records that are kept by the Company?

Mr. Hobbs:
We object.

The Court:
Overruled.
A. Yes, sir.

Mr. Baker:
That is all.

Cross Examination.

Mr. Tipler
Q. Mr. Judy, you stated you were an officer of the company, what is your title?
A. Vice President and Treasurer.
Q. How long have you been with the Company?
A. Since 1939.
Q. What is the size of the Company with reference to its premium income?

Mr. Baker:
We object to that.

The Court:
I sustain the objection.

Mr. Tipler
Q. How many policies did you have in force during the time this policy of George Wilson was in force according to your testimony? Approximately?

A. Well, in the thousands, I would say thirty or forty thousand.

Q. And did you state that these cash journals that you exhibited were the only deposits that were made by your Company?

A. No, I believe I stated, that the only way we deposited receipts from the premiums was through these machines, shown on this cash journal.

Q. You don't purport to testify then that these exhibits that have been presented to you by Mr. Baker purports to be the only deposits you make on premiums, do you?

A. No, sir.

Q. You don't say that?

A. No, sir.

Q. And you made hundreds of thousands of other deposits during that same period of time, did you not? For premium payments?

A. Yes.

Q. These payments you received, these forty thousand, I believe it was, would you say that the majority of them were by check or cash?

A. Yes, or money orders.

Q. Isn't it a fact that approximately all of them are by check?

A. Nearly all are by check.

Q. As a matter of fact too, isn't it the usual custom of your company, don't you tell your policy holders in fact, to pay by check?

A. No, sir, I don't know that.

Q. Now, I noted a moment ago, in going through this document here, Mr. Baker asked you if that was all the records, and you started to say something that he said we don't want to go into that. At that ime what he was about to show you what purports to be

a premium notice of George Wilson of July 30, 1954, is that correct?

A. It is not a notice.

Q. What is it?

A. It is a form but not the notice that is prepared.

Q. Well, it is just a notice that was produced by you on our motion to produce any notices or similar notices?

A. Well, it is similar.

Q. It is one with the same printing on it, and one was sent to George Wilson?

A. Yes, sir.

Q. You are speaking now of what is customary and not what in your personal knowledge is, with reference to that particular policy?

A. Well, I am speaking, of course, from the records, as to these premium payments.

Q. With reference to this notice is what I am talking about. I am showing you what purports to be Item 9, Sheet 1, and ask if this was ordinarily sent out to policy holders?

A. Yes.

Q. Do you have any personal knowledge as to whether or not that particular notice was sent to George Wilson, or not?

A. Personally, no.

Q. Was it sent in the usual course of your business, would you say one was sent?

A. Yes.

Q. And it was your usual custom to send such notices each year to policy holders like George Wilson?

A. Yes.

Q. Is it a fact that one is sent each year prior to the time payment, a year's payment of checks has been used up?

A. Yes.

Q. I will ask you to refer to that, for the benefit of the jury, and let me ask you whether this notice was sent or not. Let me read it to the jury. It says: "Dear Policy Holder: The last of your series of checks in the amount of $10.00 each covering the monthly premiums on the above policy has now been deposited. We, are enclosing a new series of checks for you to sign and return to this office, thus assuring that your policy will be kept in force for another twelve months period. We appreciate very much your placing a part of your insurance with our company. If we can be of service in any way, be sure to let us know." Did I read that correctly?

A. Yes.

Q. Is that included with notices you send to each of your policy holders?

A. That is sent with the first notice, yes.

Q. Now, does this also say, "If you prefer not to continue using the check plan, you can pay otherwise."

A. Yes.

Q. At that time you were due to have your customer to pay by check, by a series of twelve checks?

A. Yes.

Q. Some of the policy holders would pay by sending in twelve checks, and Mr. Wilson was one of those policy holders who would pay by sending in the twelve checks that you refer to?

A. Yes, sir.

Q. Now, when you sent that notice, or one just like it, did you also send twelve checks?

A. Yes.

Q. Were those checks prepared in your office?

A. Yes, sir.

Q. Were they printed in your office?

A. Yes.

Q. I will show you a series of checks and ask you if those are like those sent to Mr. Wilson with his policy?

A. Yes, sir.

Q. Are those dates put in at your office, as to the month, day and year?

A. Yes, sir.

Q. They are pre-dated, pre-filled out, and everything, except the actual signature, are they not?

A. Yes, sir.

Q. We offer this notice in evidence, and we also offer these checks in evidence.

The Court:

They will be admitted in evidence, and marked appropriately as Plaintiff's Exhibit.

(Received in evidence and marked Plaintiff's Exhibit No. 14.)

Q. Is the last one of those checks dated June, 1954?

A. Yes.

Q. Now, Mr. Judy, if Mr. Wilson had sent those 12 checks back the policy would have been in force at the time this man was killed, would it not?

A. Depending on the checks being received and on the condition that they were paid.

Q. That would have been on June 28, 1955, if those 12 checks had been sent in, the policy would have been in force on that date, would it not?

A. That would have been the period assuming that the checks had been paid.

Q. Assuming that they were?

A. Surely.

Q. Assuming that the checks had passed, and had been paid when presented. Would the time have been sufficient.

There is no question that the twelve checks, assuming that the law is such that they would be paid.)

Mr. Baker:

We object to assuming what the law is.

Mr. Tipler:

Would the twelve checks have been sufficient to cover the time period up to and including the day of George Wilson's death, June 28, 1955.

A. Mr. Tipler, I would have to answer that by telling you, sir, that those checks are used one at the time, they are not considered—

Q. Mr. Judy, I will put it this way, what you sent was twelve checks, to cover a year's period, was it not?

A. Yes.

Q. If the last date or the last check would have carried June 28, 1955, would it not?

A. Yes. Assuming they were paid when presented.

Q. Now, back to your record. You customarily sent another notice, if a check had not been received?

A. Yes, sir.

Q. I will show you what is marked, "Item 9, Sheet 2" I will ask you if that is the second notice?

A. Yes, sir, it is.

Q. Now, is there any difference between that and the first notice, other than the reminder?

A. Yes, sir.

Q. What is it?

A. To date we have not received a new series of checks which were sent you in the last few days.

Q. The series of checks were included in the first notice but not in the second notice.

A. No.

Q. Don't you say in there, by signing and returning these checks, you can be assured that your future is protected?

A. That is right.

Q. Don't you also say in that notice: "If these checks have already been mailed please disregard this notice."

A. Yes.

Q. And now I will show you, when you are ready to send a third one. In that one, don't you also state that if you have already mailed a series of checks please disregard this notice?

A. Yes, sir.

Q. We offer these notices in evidence.

The Court:

All of the documents that are attached to the request for admissions have been admitted. Is that not correct, Mr. Eaker?

A. Yes, sir.

Mr. Tipler:

Those which have been admitted in evidence which the jury has, have Mr. Wilson's name. But that which was put in after this lawsuit was begun, that name was not actually on it, at the time the motion was made to produce, was it?

A. [illegible] no.

Q. Now, his name was not on a single notice in your office, was it?

A. No.

Q. Did you have any return or receipt for registered mail, showing any notice from Mr. Wilson?

A. We don't send them by registered mail.

Q. Now, Mr. Judy, after Mr. Wilson's death, did your company receive a notice of loss, from your agent?

A. We received a letter from our agent advising us of Mr. Wilson's death, yes.

Q. Do you have that letter?

A. I think we have it in the motion to produce.

Q. Isn't it a fact, Mr. Judy, that you ask your policy holders to send these checks by mail?

A. I don't know if we specifically ask them to do that, but by inference we do.

Q. Don't you even specifically ask them to do that. And I refer you to your own notice, it does refer to mailing the checks.

A. Yes.

Q. And then you do admit you ask your policy holders to pay by check and to send the checks by mail?

A. Yes.

Q. I will refer you to this letter produced from your agent, Mr. Morris, dated June 30, 1955 and ask if that was received by this company, the Colonial Life and Accident Company?

It was received on July 5, from Mr. Z. T. Morris, your agent in Geneva, Alabama.

A. Yes.

Q. And it was he who wrote the George Wilson policy?

A. Yes.

Q. And he was your agent throughout the time from the date he wrote the George Wilson policy until you received this letter after George Wilson's death?

A. Yes.

Q. I offer that in evidence and ask you to let me read that letter to the jury.

Mr. Baker:

We object.

The Court:

It is stipulated and agreed that notice of the death was, according to the terms of the policy, given to the Company. Is that your understanding of it?

A. Yes, sir, but I would like to point out that it gave notice that the policy had lapsed.

The Court:

Was this letter received by your company and was it carefully maintained as part of the records of your company?

A. Yes, sir.

The Court:

It will be admitted. Read the letter.

(Received in evidence and marked Plaintiff's Exhibit No. 15.)

Mr. Tipler:

(Reads the letter.)

Mr. Baker:

Are you going to offer the reply Mr. Tipler?

A. We will offer the entire correspondence file.

Mr. Tipler:

This is the reply to Mr. Morris' letter: "We are very sorry to learn of Mr. Wilson's death, and ask that you express our sincere sympathy in this loss to Mr. Wilson's family. According to our records Mr. Wilson's policy lapsed in August, 1954 when it was not renewed by him. His name appeared on your July, 1954, "Due List" and was also marked "Not Paid" on the "Paid and Not Paid List" for July 1954. Your reference to the check series indicates that Mrs. Wilson believes her husband kept his policy in force, but according to our records, it was lapsed in August of 1954 and we have no checks. Please express to Mrs. Wilson our regret that we can not be of service to her. Yours very truly, H. E. McMurphy, Jr., Manager, Claims Department.

We offer these letters in evidence. The whole correspondence.

The Court:

They will be admitted in evidence.

(Received in evidence and marked Plaintiff's Exhibit No. 16.)

Mr. Tipler:

Now, Mr. Judy, at that time your company did not send premium receipts, did they?

A Yes, sir.

Q You started it after this lawsuit?

A No, sir. We sent them to all.

Q You sent them to all these policy holders?

A Yes, sir.

Q You sent them to all your policy holders, that is your absolute testimony?

A. Yes, sir.

Q. Each time a series of checks would come in or did you send them each month?

A. It was at the time the checks came in.

Q. You acknowledged the receipt of them, you sent that in 1953 and in 1954?

A. Yes, sir.

Q. Do you have any record of a policy holder named J. T. Benson, of Opp, Alabama and Gerald Cannon, in Elba, Alabama?

A. I can't answer that off-hand.

Q. Do you state that if they are policy holders with a similar policy to Mr. Wilson's, that you sent them premium receipts?

A. Yes, sir

Q. In answer to the requested motion to produce everything that was sent to any policy holders did you produce such a receipt?

A. No, sir. Because we hadn't sent one.

Q. As to any past, of what you customarily sent?

A. I produced. I certainly did

Mr. Baker:

I produced that in Mr. Hobbs' office. I produced it in answer to Mr. Hobbs' motion.

Mr. Tipler:

As a matter of fact that has started since this law suit came up, hasn't it?

Mr. Judy:

It was started in 1951

Mr. Tipler:

Then I ask you if Mr. Gerald Cannon, in Elba, Alabama had such a policy with you and sent in his twelve checks, you sent him a receipt for his policy?

A. I am positive.

Q. Now, Mr. Judy, how many people work in your home office, the office of Colonial Life and Accident Insurance Company in Columbia, South Carolina?

A. We have about 60.

Q. Are you over all of them?

A. In general charge of the office, yes.

Q. Now, approximately how many checks are received there per day?

A. It would be a pure estimate; I would say maybe 500 a day.

Q. Approximately you receive 4,000 checks a year?

A. Well, as I say of course, that is an estimate. But we have a number of policies which are paid by these series of checks, and we have 12 checks to each policy.

Q. You have no personal knowledge that a series of checks was not received from George Wilson in 1954, do you?

A. State that question again?

Q. You have no personal knowledge that a series of checks was not received from George Wilson in the summer of 1954?

A. No, sir, but I think it would be.

The Court:

I think he answered no, sir.

That is all.

Re-Direct

Mr. Baker:

Q. Mr. Judy, I will show you a document that I marked Defendant's Exhibit 2, and I will ask you to say what that document is?

A. It is an official acknowledgment of the receipt of a series of checks that is sent to policy holders when they are received.

Q. That is the official receipt of the Company which is sent when you receive a series of checks?

A. Yes, sir.

Q. Is that signed by you?

A. Yes, sir.

Q. Will you read it?

A. "This receipt is valid only if signed by the Treasurer of the Company, and counter-signed by the Cashier. The check, draft, or other instrument given in payment of the premium is accepted for collection only, and such check, draft, or other instrument shall not operate as payment until the Company actually receives the face amount thereof in cash. The acceptance by the Company of a premium past due is to be taken as an act of grace and not as a precedent nor waiver of any of the policy conditions."

Mr. Baker:

We offer that in evidence as Defendant's Exhibit 2.

(Received in evidence and marked Defendant's Exhibit No. 2.)

The Court:

Q. Was it the usual course of business during 1954, Mr. Judy, to send receipts like this?

A. Yes, sir.

Q. What do your records you have produced and that have been admitted in evidence show as to whether or not one was sent to George Wilson.

. One was not sent to Mr. Wilson in 1954?

Mr. Baker:
Mr. Judy, why was one not sent to Mr. Wilson in 1954?

The Court:
He may answer this if he knows.

Mr. Tipler:
We object.

The Court:
Sustain it.

Mr. Baker:
Do you know why one was not sent to Mr. Wilson?

A. Yes, sir.
Q. State why?

The Court:
If he knows of his own personal knowledge.
A. I can't answer except from the records.

The Court:
You can ask what the records reflect.

Mr. Baker:
From the records of your Company as reflected, why was Mr. Wilson not sent an official receipt for checks in 1954?

A. Because we had not received any checks from him.
Q. You had not received any checks.
A. No, sir.

Q. Mr. Tipler, asked you if these cash journals that are attached to this request for admission was a record of all deposits of your Company, and you answered "No." Are they all the records of your Company that have reference to the policy of George Wilson?

A. Yes, sir.

Q. Will you explain to the jury how these cash journal records are kept, and how you happen to identify and pull the particular sheet of the cash journal that applies to George Wilson?

Mr. Hobbs:

We object.

The Court:

Sustained. He said all. Are those all the records that pertain to the policy that was issued to George Wilson.

A. Yes, sir.

Mr. Baker:

I merely wanted to show, in other words they are not all the cash journals, but the ones that apply to George Wilson.

A. Yes, sir.

That is all.

Mr. Tipler:

These things sometimes make mistakes, do they not? These machines?

A. They might make a mechanical mistake.

Q. They one time made one in this case, did they not?

A. That was not the machines.

Q. Well, did you have to correct an entry on there?

A That was an account with the agents.

Q. Well, these records you have introduced here, the renewal records, it is not unusual to show mistakes on them?

A. That is because we have running accounts with these agents.

Q. Then it is not unusual for these records to show mistakes?

A. Not unusual as to an agent's statement.

Q. That was the greater portion of this record, that is the agent's renewal list. We have evidence that the agent Morris' statement shows an error, and we have the original entry to show corrections of this statement of the error.

The Court:

At this time we are going to recess until 1:30 P.M.

Mr. Tipler:

Mr. Judy, this insurance policy your company sells, is a non-cancellable policy, is it not?

A. Yes, sir.

Q. Once you have issued a policy to a man, if he later gets in bad health, or gets older, or anything, if he ever changes his job to a more hazardous job, you can't cancel that policy other than by non payment of premiums, is that right?

A. Yes, sir.

Q. And that was the kind of policy Mr. George Wilson had with your company?

A. That is right.

DIDN'T ETURN

04-054

04-7376-05-1

Application for Accident Insurance Policy

I hereby apply to COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, Columbia, S. C., for a Policy to be based upon my answers to the following questions:

Kind of Policy to be Issued EXECUTIVE AND PROFESSIONAL (Print Name of Policy)

Name? GEORGE (ONLY) WILSON (Print Name in Full)

Age? 36 Date of Birth? July 4th - 1915 Sex? MALE

Race? White Weight? 172 Height? 5 Ft. 6 In. 1/2

Address? P.O. Box 145 (Street) Opp (City) Ala. (State)

Business Address? P.O. Box 145 (Street) Opp (City) Ala. (State)

Send Renewal Notices to P.O. Box 145 (Street) Opp (City) Ala. (State)

Premiums Payable? Monthly 10.23 5.00 Semi-Annually Annually

What is your Profession, Occupation or Calling? Wilson Motors, Owner

What are all of your duties connected therewith? Buying and Selling New and Used Cars and Garage, Supervising and Mgr.

Is your sight in any way impaired? No Is your hearing in any way impaired? No

Have you any physical defects or infirmity? (If so, give particulars) No

Has your drivers' license ever been revoked? No

Have you suffered the loss of a hand, foot or eye? No

Have you ever been declined for accident insurance, or has any company cancelled or declined to renew your Policy? (If so, give particulars) No

Have you ever been treated for heart disease? (If so, give particulars) No

Beneficiary? SARAH ETHEL Wilson (Print Name)

Relationship WIFE Address Opp, Ala.

I hereby certify that the foregoing answers are recorded as given by me, and that the same are full, complete and true.

I do hereby agree that the falsity of any answer in this application for a Policy of insurance shall bar the right to recovery thereunder, if such answer is made with intent to deceive or materially affect either the acceptance of the risk or the hazard assumed by the Company. I further agree that this insurance shall not be in force until the application is accepted and Policy issued by the Company nor until Policy is delivered to and accepted by the applicant while in sound health and free from injury.

Dated at Opp, Ala., this 5th day of July, 19 51

J. T. Merritt George Wilson (Signature of Applicant)

04-054 7-2-51

OVER

APPLICATE POLICY ISSUED 7-22-53

JUL 7 1951

County Opp, Ala., Monthly
Name George Wilson
Address P. O. Box 145,
Opp, Ala.
Bus. Ad. Same
Date Due Aug. 31, 1951
Sept.
Oct.
Nov.
Dec.
Mo. Prem. $10.00)
The First National Bank of Opp, Opp, Ala.

Pol No Ch-7376-05
Date Issued 7-31-51
Salesman Z. T. Morris
Date of Birth 7-4-1915
Occupation Wilson Motors Owner
Jan.
Feb.
Mar.
Apr.
May
June

VOID

Item 2 (b)

POLICY NUMBER	MODE					CONTROL POLICY NUMBER	CONTROL DATE
7376 05	1	07	31	51	01	04054 07376 05	

NAME OF INSURED
GEORGE WILSON

MAILING ADDRESS
P O BOX 145

OPP ALA

15 01000

DATE OF BIRTH
07 15

LAPSE DATE
8-16-54

DATE OF REINSTATEMENT

OTHER POLICIES

BANK NAME AND ADDRESS
First National Bank of Opp; Opp, Ala.

ALTERNATE ADDRESS

BENEFICIARY

PREMIUM

DATE		AMOUNT	MODE	REFERENCE NUMBER AND REMARKS
1953	3	10.00		4-6-53
7-20-53	12	10.00		

PREMIUM

DATE		AMOUNT	MODE	REFERENCE ENTRIES AND REMARKS

COLONIAL LIFE AND ACCIDENT INSURANCE CO.
CASH JOURNAL

ENTRY DATE: 7 00 4

(2)

DAY NO	COMPANY POLICY NO CO	SERIAL	RIDER	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	RIDER	CASH RECEIVED				
7	03	07304	05	EM I SUMMERS	1	1000	200	7304	05	1000				23
7	03	07305	05	FRANK O BURRELL	2	11600	200	7305	05	11600				24
7	03	07306	05	CHARLES R SYKES	6	5900		7306	05	5900				14
7	03	07308	05	CARL CONNELL	1	1000		7308	05	1000				27
8	03	07309	05	MACK B DEKLE	1	1000		7309	05	1000				2
7	03	07318	05	LOYEN C THOMPSON	1	1000	200	7318	05	1000				26
8	04	27971	03	JOHNNIE M JACKSON	1	1000		7319	05	1000				7
7	04	07322	05	HENRY A LONG	1	1000	200	7322	05	1000				25
8	04	07325	05	ANGELO BUTCHIKAS	1	1000		7325	05	1000				26
7	04	07329	05	JOHN W SUTTLE	2	11600		7329	05	11600				14
7	04	07330	05	CLAUDE M BARKEN	1	1000	200	7330	05	1000				20
7	04	07331	05	CHARLES E MAY	1	1000		7331	05	1000				14
7	04	07332	05	ROBERT R COLEMAN	1	1000		7332	05	1000				18
7	04	07334	05	ROBERT H CHOCKETT	1	1000		7333	05	1000				18
7	04	07334	05	LESSIE G CHOCKETT	1	1000		7334	05	1000				18
11	04	07335	05	FRANCIS L IRWIN	1	1000		7335	05	1000				18
9	05	07339	05	JAMES C JOYNER	1	1000		7339	05	1000				1
7	01	07342	05	ANDREW R THOMAS	1	1000		7342	05	1000				23
7	02	07347	05	ANDREW V WILLIAMS	6	5900	200	7347	05	5900				18
7	01	07351	05	JAMES B ORDERS	6	5900	200	7351	05	5900				30
7	08	07352	05	ROBERT R PARTLOW	1	1000	200	7352	05	1000				22
8	03	07358	05	BERNARD C KING	1	1000		7358	05	1000				4
7	03	07360	05	LEWIS A AKINS	1	1000	200	7360	05	1000				22
8	03	07361	05	MAURICE J WOODSON	1	1000		7361	05	1000				19
12	03	07366	05	JOHN B MEWITT	1	1000		7366	05	1000				1
7	05	07370	05	RALPH M KRUPP	1	1000	200	7370	05	1000				26
7	04	07375	05	THOMAS E MORROW	1	1000	200	7375	05	1000				22
7	04	07382	05	MARION M WOODFIN	1	1000		7382	05	1000				13
8	03	07383	05	WILLIAM E CROCKETT	1	1000		7383	05	1000				10
8	03	07384	05	ALBERT L ABBOTT	1	1000		7384	05	1000				10
8	03	07388	05	ROBERT U SHUMAN	1	1000		7388	05	1000				3
8	03	07390	05	GEORGE M PERKINS	1	1000		7390	05	1000				11
7	01	07392	05	BEN F HARVY JR	1	1000	200	7392	05	1000				28
7	01	07396	05	ALBERT J WALDHON	1	1000	200	7396	05	1000				28
7	02	07399	05	JOHN V SCHLEGELL	1	1000		7399	05	1000				19
7	05	07406	05	EDWIN R CHILDS	1	1000	200	7406	05	1000				28
8	09	07408	05	F MARION WALKER	1	1000		7408	05	1000				31
7	03	07416	05	DOW D REID	2	11600	200	7416	05	11600				24
7	03	07418	05	JAMES F HAYWOOD	1	1000		7418	05	1000				10
7	03	07420	05	BATT JENKINS	1	1000		7420	05	1000				23
7	03	07422	05	JOSEPH R GANJY	1	1000		7422	05	1000				26
7	09	07431	05	TIMOTHY C GUINEE JR	2	11600	200	7431	05	11600				24
8	01	07437	05	DR WM L MAHON JR	1	1000		7437	05	1000				4
7	02	07443	05	WILLIAM G HOOD	1	1000	200	7443	05	1000				26
7	02	07444	05	WILLIAM C REECE	1	1000	200	7444	05	1000				26
8	09	07447	05	LEMUEL G MONTGOMERY	1	1000		7447	05	1000				1
8	09	07450	05	BEULAH M BEILENMAN	1	1000		7450	05	1000				1
8	09	07452	05	FRED L NEAL	1	1000		7452	05	1000				1
9	03	07464	05	IVY G CHASON	1	1000		7464	05	1000				23
8	04	07475	05	SIMON E FOSCUE	1	1000		7475	05	1000				1
8	04	28069	03	WILLIAM J MCMURPHY	1	1000		7481	05	1000				1
12	04	07482	05	HENRY A STERN	1	1000		7482	05	1000				30
11	04	07483	05	HENRY W SHAW	1	1000		7483	05	1000				4
8	03	07493	05	JAMES L MCNAIR	1	1000		7493	05	1000				6

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	DUE MO	CONTROL POLICY NO			NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO		CASH RECEIVED	OTHER CREDITS	ACCT CODE		EFF DATE
		O.A	SERIAL	PLAN					SERIAL	PLAN					
06											1000				1
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COLONIAL LIFE AND ACCIDENT INSURANCE CO.
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REGISTER DATE: MONTH 6 DAY 00 YEAR 4

PAGE NO. 236

DUE RO	CONTROL POLICY NO SUB	CONTROL POLICY NO SERIAL	CONTROL POLICY NO PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	ACTUAL POLICY NO PLAN	CASH RECEIVED	OTHER DEBITS	ACCT CODE		DEP DATE
7	04	07332	05	ROBERT R COLEMAN	1	1000		7332	05	1000				11
7	04	07334	05	ROBERT H CROCKETT	1	1000		7333	05	1000				12
7	04	07334	05	JESSIE G CROCKETT	1	1000		7334	05	1000				12
11	04	07335	05	FRANCIS L IRWIN	1	1000		7335	05	1000				18
9	05	07339	05	JAMES C JOYNER	1	1000		7339	05	1000				3
7	04	07341	05	CLAUDE M MAYMAC	1	1000		7341	05	1000				6
7	01	07342	05	ANDREW R THOMAS	1	1000		7342	05	1000				23
7	01	07346	05	DR WILLIS A WELCHER	1	1000		7346	05	1000				12
7	08	07352	05	ROBERT R PARTLOW	1	1000		7352	05	1000				16
8	03	07358	05	BERNARD C KING	1	1000		7358	05	1000				4
7	03	07360	05	LEWIS A AKINS	1	1000		7360	05	1000				12
8	03	07361	05	MAURICE J WOODSON	1	1000		7361	05	1000				19
12	03	07366	05	JOHN P HEWITT	1	1000		7366	05	1000				19
7	05	07370	05	RALPH M KRUPP	1	1000		7370	05	1000				19
7	04	07375	05	THOMAS E MORROW	1	1000		7375	05	1000				30
7	04	07376	05	GEORGE WILSON	1	1000		7376	05	1000				12
7	04	07382	05	MARION M WOODFIN	1	1000		7382	05	1000				12
8	03	07383	05	WILLIAM F CROCKETT	1	1000		7383	05	1000				10
8	03	07384	05	ALBERT L ABBOTT	1	1000		7384	05	1000				11
8	03	07388	05	ROBERT B SHUMAN	1	1000		7388	05	1000				13
8	03	07390	05	GEORGE M PERKINS	1	1000		7390	05	1000				11
7	01	07392	05	BEN F HARDY JR	1	1000		7392	05	1000				20
7	01	07396	05	ALBERT J WALDRON	1	1000		7396	05	1000				26
7	02	07399	05	JOHN V SCHIEGEL	1	1000		7399	05	1000				19
7	05	07406	05	EDWIN H CHILDS	1	1000		7406	05	1000				20
8	09	07408	05	E MARION WALKER	1	1000		7408	05	1000				30
7	04	07410	05	WILLIAM C MACON	1	1000		7410	05	1000				27
7	03	07418	05	JAMES F HAYGOOD	1	1000		7418	05	1000				30
7	03	07420	05	MATT JENKINS	1	1000		7420	05	1000				23
7	03	07422	05	JOSEPH R GANDY	1	1000		7422	05	1000				26
7	03	28047	03	JOSEPH H PATTERSON	1	1000		7425	05	1000				30
7	03	07429	05	LEWIS M SHELFER	1	1000		7429	05	1000				23
8	01	07437	05	DR WM L MAHON JR	1	1000		7437	05	1000				4
7	01	07439	05	J PAUL MAHAFFEY	1	1000		7439	05	1000				30
7	02	07443	05	WILLIAM G HOOD	1	1000		7443	05	1000				26
7	02	07444	05	WILLIAM C REESE	1	1000		7444	05	1000				25
8	09	07447	05	LEMUEL G MONTGOMERY	1	1000		7447	05	1000				1
8	09	07450	05	BEULAH M WEILEMAN	1	1000		7450	05	1000				1
8	09	07452	05	FRED L NEAL	1	1000		7452	05	1000				1
9	03	07464	05	IVY P CHASON	1	1000		7464	05	1000				23
7	03	07468	05	JOHN H WARBETT	1	1000		7468	05	1000				27
7	04	07474	05	ANDREW M CROMER	1	1000		7474	05	1000				27
8	04	07475	05	SIMON P FOSCUE	1	1000		7475	05	1000				1
7	04	07476	05	JAMES O BAKER	1	1000		7476	05	1000				27
8	04	28069	03	WILLIAM J MCMURPHY	1	1000		7481	05	1000				1
12	04	07482	05	HENRY A STERN	1	1000		7482	05	1000				30
11	04	07483	05	HENRY M SHAW	1	1000		7483	05	1000				4
8	03	07493	05	JAMES L MCNAIR	1	1000		7493	05	1000				6
8	01	07496	05	J PEARY WILSON	1	1000		7496	05	1000				9
8	01	07498	05	CHARLIE G MILLER	1	1000		7498	05	1000				2
8	09	07509	05	DEAN HERRON	1	1000		7509	05	1000				21
8	09	07510	05	JOHN S HOOD	1	1000		7510	05	1000				20
1	09	07511	05	LEONIDAS NORRIS	1	1000		7511	05	1000				19
11	03	07521	05	JAMES CRAWLEY	1	1000		7521	05	1000				9

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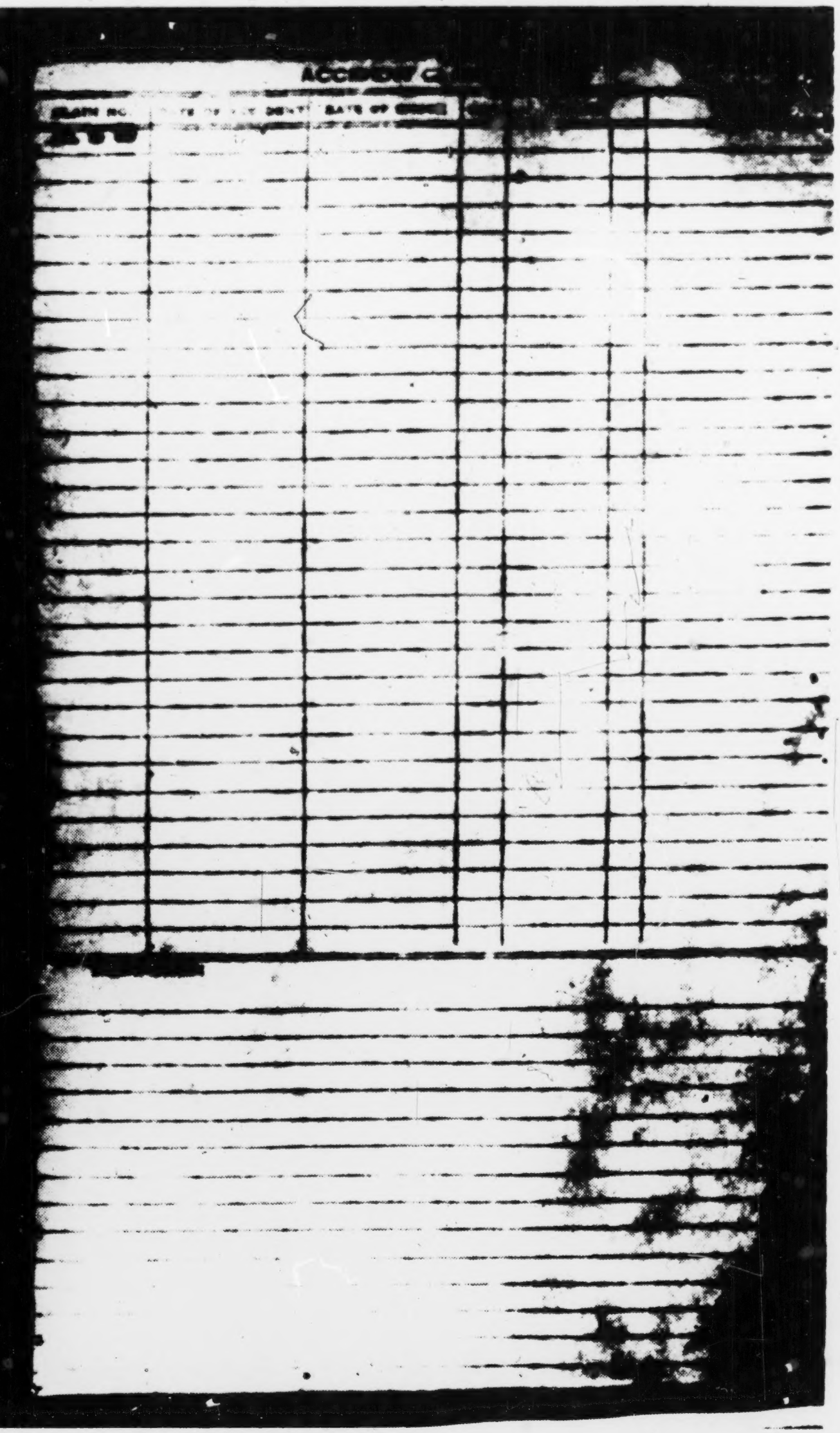

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	MONTH	DAY	YEAR
08	08	00	4

0731	07	03	07357	05			1000		7357	05	1000				
0729	06	03	07267	05			1000		7267	05	1000				
0801	08	04	07386	05			1000	00	7386	05	1000				
0729	09	04	07272	05			1000		7272	05	1000				
0711	07	04	07273	05			1000		7273	05	1000				
0711	07	04	07278	05			1000	00	7278	05	1000				
0731	07	01	07276	05			1000		7276	05	1000				
0731	07	01	07277	05			11250	00	7277	05	11250				
0711	07	01	07279	05			1000		7279	05	1000				
0712	07	01	07280	05			1000		7280	05	1000				
0712	07	03	07281	05			1000		7281	05	1000				
0801	08	02	07282	05			1000		7282	05	1000				
0806	08	02	07283	05			5000	00	7283	05	5000				
0731	07	03	07284	05			1000		7284	05	1000				
0803	08	02	07304	05			1000	00	7304	05	1000				
0710	07	02	07304	05			1000		7304	05	1000				
0727	07	03	07305	05			1000		7305	05	1000				
0803	08	03	07309	05			1000	00	7309	05	1000				
0716	07	02	07310	05			1000		7310	05	1000				
0801	08	04	07311	05			1000		7311	05	1000				
0712	07	04	07312	05			11500	00	7312	05	11500				
0713	07	04	07322	05			1000		7322	05	1000				
0717	07	04	07326	05			1000	00	7326	05	1000				
0711	07	04	07328	05			1000		7328	05	1000				
0710	07	04	07329	05			1000		7329	05	1000				
0711	07	04	07331	05			1000		7331	05	1000				
0712	07	04	07332	05			1000		7332	05	1000				
0712	07	04	07334	05			1000		7334	05	1000				
0711	07	04	07335	05			1000		7335	05	1000				
0803	08	05	07339	05			1000		7339	05	1000				
0723	07	01	07342	05			1000		7342	05	1000				
0716	07	01	07344	05			1000		7344	05	1000				
0806	08	03	07346	05			1000	00	7346	05	1000				
0716	07	03	07360	05			1000		7360	05	1000				
0731	07	03	07361	05			1000	00	7361	05	1000				
1201	12	03	07362	05			1000		7362	05	1000				
0731	07	03	07370	05			1000		7370	05	1000				
0716	07	04	07371	05			1000		7371	05	1000				
0806	08	02	07372	05			5000	00	7372	05	5000				
0712	07	04	07373	05			1000		7373	05	1000				
0810	08	03	07384	05			1000		7384	05	1000				
0803	08	03	07389	05			11500	00	7389	05	11500				
0811	08	03	07390	05			1000		7390	05	1000				

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	DUE NO	CONTROL POLICY NO: GA	SERIAL	PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO: SERIAL	PLAN	CASH RECEIVED	OTHER CREDITS	ACCT CODE		ISSUE DATE
	0712	07	04	07382	05	[illegible]	1	1000		7382	05	1000				12
	0810	08	03	07383	05	WILLIAM E CROCKETT	1	1000		7383	05	1000				10
	0810	08	03	07384	05	ALBERT L ABBOTT	1	1000		7384	05	1000				10
	0811	08	03	07390	05	GEORGE M PERKINS	1	1000		7390	05	1000				11
	0305	03	01	07391	05	[illegible]	6	5900		7391	05	5900				20
	0720	07	01	07392	05	BEN F HARDY JR	1	1000		7392	05	1000				20
	0726	07	01	07396	05	ALBERT J WALDRON	1	1000		7396	05	1000				26
	0719	07	00	07399	05	JOHN V SCHLEGELL	1	1000		7399	05	1000				19
	0720	07	05	07406	05	ELGIN H CHILDS	1	1000		7406	05	1000				20
	0727	07	04	07410	05	WILLIAM C MACON	1	1000		7410	05	1000				27
	0730	07	01	07416	05	JAMES F HAYWOOD	1	1000		7416	05	1000				30
	0723	07	03	07420	05	WATT JENKINS	1	1000		7420	05	1000				23
	0726	07	03	07422	05	[illegible] GANDY	1	1000		7422	05	1000				26
	0731	07	01	07425	05	[illegible] PATTERSON	1	1000	200	7425	05	1000				1
	0804	08	04	07437	05	[illegible] MAHON JR	1	1000		7437	05	1000				4
	0730	07	01	07439	05	J PAUL MAHAFFEY	1	1000		7439	05	1000				30
	0730	07	01	07439	05	J PAUL MAHAFFEY	1	1000		7439	05	1000				30
	0726	07	02	07443	05	WILLIAM G HOOD	1	1000		7443	05	1000				26
	0725	07	02	07444	05	WILLIAM C REECE	1	1000		7444	05	1000				25
	0801	08	04	07447	05	[illegible] MONTGOMERY	1	1000		7447	05	1000				1
	0801	08	04	07450	05	[illegible] WEILENMAN	1	1000		7450	05	1000				1
	0801	08	04	07452	05	FRED L NEAL	1	1000		7452	05	1000				1
	0926	09	02	07464	05	JAY G CHASON	1	1000		7464	05	1000				26
	0727	07	04	07474	05	ANDREW N CROMER	1	1000		7474	05	1000				27
	0727	07	04	07476	05	JAMES O BAKER	1	1000		7476	05	1000				27
	1230	12	04	07482	05	HENRY A STERN	1	1000		7482	05	1000				30
	1104	11	04	07483	05	[illegible] SHAW	1	1000		7483	05	1000				4
	0806	08	03	07493	05	JACK L MCNAIR	1	1000		7493	05	1000				8
	0802	08	01	07498	05	[illegible] WILLIS		1000		7498	05	1000				2
	0821	08	09	07509	05	[illegible]	1	1000		7509	05	1000				21
	0820	08	09	07510	05	[illegible]	1	1000		7510	05	1000				20
	0119	01	09	07511	05	[illegible]	1	1000		7511	05	1000				19
	1109	11	01	07521	05	[illegible]	1	1000		7521	05	1000				9
	0806	08	03	07522	05	[illegible]	1	1000		7522	05	1000				6
	0803	08	03	07524	05	[illegible]	1	1000		7524	05	1000				8
	0809	08	03	07527	05	[illegible]	1	1000		7527	05	1000				9
	0911	09	01	07529	05	[illegible]	1	1000		7529	05	1000				10
	0830	08	03	07530	05	[illegible]	1	1000		7530	05	1000				8
	0806	08	03	07533	05	[illegible]	1	1000		7533	05	1000				8
	0806	08	03	07533	05	[illegible]	1	1000		7533	05	1000				23
	0808	08	04	07535	05	[illegible]	1	1000		7535	05	1000				8
	0804	08	04	07536	05	[illegible]	1	1000		7536	05	1000				8
	0824	08	04	07537	05	[illegible]	1	1000		7537	05	1000				24
	0808	08	04	07541	05	JOHN A [illegible]	1	1000		7541	05	1000				8
	0824	08	04	07546	05	[illegible]	1	1000		7546	05	1000				24
	0822	08	01	07552	05	JAMES [illegible]	1	1000		7552	05	1000				22
	0831	08	01	07553	05	[illegible]	1	1000		7553	05	1000				31
	0820	08	01	07556	05	[illegible]	1	1000		7556	05	1000				20
	0902	09	02	07559	05	[illegible]	6	5900		7559	05	5900				2
	0821	08	09	07563	05	[illegible]	1	1000		7563	05	1000				21
	1215	12	01	07578	05	[illegible]		11600		7578	05	11600				15
	0810	08	03	07581	05	[illegible]		1000		7581	05	1000				10
	0814	08	04	07588	05	[illegible]	1	1000		7588	05	1000				14
	0820	08	09	07591	05	[illegible]	1	1000		7591	05	1000				20

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	DUE NO	CONTROL POLICY NO GA	SERIAL	PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	PLAN	CASH RECEIVED	OTHER DEBITS	ACCT CODE		DED DATE
627	06	01	07219	05	[illegible]						1000				[illegible]
705	07	03	07223	05	[illegible]						1000				[illegible]
709	07	03	07224	05	[illegible]						1000				[illegible]
811	08	01	07225	05	[illegible]						1000				11
705	07	09	07231	05	[illegible]						1000				[illegible]
731	07	03	07257	05	[illegible]						1000				31
1004	10	03	07264	05	[illegible]						1000				[illegible]
629	06	03	07267	05	WILLIAM [illegible]						1000				[illegible]
801	08	04	07268	05	[illegible]						1000				[illegible]
711	07	04	07273	05	[illegible]						1000				11
711	07	01	07276	05	[illegible]						1000				11
711	07	01	07279	05	[illegible]						1000				11
712	07	01	07280	05	[illegible]						1000				12
712	07	03	07281	05	WILLIAM [illegible]						1000				12
1015	10	03	07286	05	CHARLES [illegible]						1000				15
713	07	09	07296	05	[illegible]						1000				[illegible]
803	08	09	07302	05	THOMAS [illegible]						1000				[illegible]
710	07	03	07304	05	[illegible]						1000				10
727	07	03	07308	05	CARL [illegible]						1000				27
802	08	03	07309	05	[illegible]						1000				[illegible]
716	07	03	07310	05	[illegible]						1000				[illegible]
807	08	04	27971	05	JOHNNIE [illegible]						1000				[illegible]
713	07	04	07322	05	HENRY A. LONG						1000				[illegible]
826	08	04	07325	05	ANGELO [illegible]						1000				[illegible]
717	07	04	07326	05	ROBERT [illegible]						1000				[illegible]
710	07	04	07330	05	CLAUDE M. [illegible]						1000				10
711	07	04	07331	05	CHARLES [illegible]						1000				11
711	07	04	07332	05	ROBERT H. COLEMAN						1000				11
712	07	04	07334	05	ROBERT H. CROCKETT						1000				[illegible]
712	07	04	07334	05	LESSIE [illegible] CROCKETT						1000				[illegible]
1118	11	04	07335	05	FRANCIS L. IRWIN						1000				[illegible]
903	09	05	07339	05	JAMES [illegible] JOYNE						1000				[illegible]
723	07	01	07342	05	ANDREW R. THOMAS						1000				[illegible]
917	09	01	07343	05	JAMES [illegible] HAWLEY						11000				[illegible]
716	07	08	07352	05	ROBERT [illegible] PARTLOW						1000				[illegible]
804	08	03	07358	05	BERNARD [illegible] KING						1000				[illegible]
712	07	03	07360	05	LEWIS A. AKINS						1000				[illegible]
819	08	03	07361	05	MAURICE J. [illegible]						1000				[illegible]
1201	12	03	07366	05	JOHN [illegible] HEWITT						1000				[illegible]
719	07	05	07370	05	RALPH [illegible]						1000				[illegible]
719	07	04	07375	05	THOMAS [illegible]						1000				[illegible]
712	07	04	07382	05	[illegible]						1000				[illegible]
810	08	03	07383	05	WILLIAM [illegible] CROCKETT						1000				[illegible]
810	08	03	07384	05	ALBERT L. [illegible]						1000				[illegible]
811	08	03	07390	05	GEORGE V. PERKINS						1000				[illegible]
720	07	01	07392	05	[illegible]						1000				[illegible]
726	07	01	07396	05	ALBERT [illegible]						1000				[illegible]
719	07	02	07399	05	JOHN [illegible]						1000				[illegible]
720	07	05	07406	05	EDWIN [illegible]						1000				[illegible]
929	09	09	07408	05	F. MARION WALKER						1000				[illegible]
929	09	09	07408	05	F. MARION WALKER						1000				[illegible]
727	07	04	07410	05	WILLIAM [illegible]						1000				[illegible]
730	07	03	07411	05	JAMES [illegible]						1000				[illegible]
[illegible]	07	03	07420	05	[illegible]						1000				[illegible]

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	DUP NO	CONTROL POLICY NO GA	SERIAL	PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	PLAN	CASH RECEIVED	OTHER DEBITS	ACCT DIVISION		DED DATE
						1	1000		7196	05	1000				28
						1	1000		7203	05	1000				26
						1	1000		7204	05	1000				26
						1	1000		7205	05	1000				22
1						1	5900		7207	05	5900				30
						1	1000		7208	05	1000				10
						1	1000		7209	05	1000				3
						1	5900		7212	05	5900				30
1						1	1000		7216	05	1000				5
						1	1000		7219	05	1000				27
						1	1000		7223	05	1000				5
						1	1000		7224	05	1000				9
						1	1000		7225	05	1000				14
						1	1000		7231	05	1000				5
						1	1000		7257	05	1000				31
						1	1000		7264	05	1000				4
						1	1000		7267	05	1000				29
						1	1000		7272	05	1000				2
1						1	1000		7272	05	1000				13
						1	1000		7273	05	1000				11
						1	1000		7279	05	1000				11
						1	1000		7280	05	1000				12
						1	1000		7281	05	1000				12
						1	1000		7286	05	1000				15
						1	1000		7296	05	1000				13
						1	1000		7302	05	1000				3
						1	1000		7304	05	1000				14
						1	1000		7308	05	1000				27
						1	1000		7309	05	1000				6
						1	1000		7318	05	1000				16
						1	1000		7319	05	1000				7
						1	1000		7322	05	1000				13
						1	1000		7325	05	1000				26
						1	1000		7330	05	1000				17
						1	1000		7330	05	1000				10
						1	1000		7331	05	1000				11
						1	1000		7332	05	1000				11
						1	1000		7333	05	1000				12
						1	1000		7334	05	1000				12
						1	1000		7338	05	1000				3
						1	1000		7342	05	1000				22
						1	1000		7356	05	1000				18
						1	1000		7358	05	1000				4
						1	1000		7361	05	1000				19
						1	1000		7366	05	1000				2
						1	1000		7370	05	1000				6
						1	1000		7375	05	1000				1
						1	1000		7382	05	1000				14
						1	1000		7383	05	1000				10
						1	1000		7384	05	1000				10
						1	1000		7390	05	1000				11
						1	1000		7392	05	1000				20
7	07	62	75			1	1000		7396	05	1000				26

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REGISTER DATE: 2 — 02 (MONTH) 06 (DAY) 5 (YEAR)

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	AGE NO	CONTROL POLICY NO DA	SERIAL	PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	PLAN	CASH RECEIVED	OTHER CREDITS	ACCT CODE		DEP DATE
	709	07	03	07224	05	JAMES [illegible]	1	1000			1000				1 1
	811	08	01	07225	05	JAMES PIERCE [illegible]	1	1000			1000				1 1
	705	07	09	07231	05	GEORGE L MCCLELLAN	1	1000			1000				1 1
	731	07	03	07257	05	CORNELIUS G MURRAY	1	1000		7257 05	1000				1 1
	1004	10	03	07264	05	ALTO [illegible]	1	1000		7264 05	1000				1 1
	629	06	03	07267	05	WILLIAM [illegible]	1	1000		7267 05	1000				1 1
	801	08	04	07268	05	JESSIE L COOK	1	1000		7268 05	1000				1 1
	1110	11	04	07272	05	MARVIN A COLEMAN JR	1	1000		7272 05	1000				1 1
	711	07	04	07273	05	CLAUDE T OKEN	1	1000		7273 05	1000				1 1
	711	07	01	07275	05	RAY J MAKELA	1	1000		7275 05	1000				1 1
	712	07	01	07280	05	JAMES P DOOLAN	1	1000		7280 05	1000				1 1
	712	07	03	07281	05	WILLIAM [illegible]	1	1000		7281 05	1000				1 1
	415	04	03	07286	05	CHARLES A [illegible]	1	1000		7286 05	1000				1 1
	804	02	02	07288	05	HARVEY J SMITH SR	1	5000		7288 05	5000				1 1
	713	07	09	07296	05	JOE S NOBLE	1	1000		7296 05	1000				1 1
	803	08	09	07302	05	THOMAS W JOY	1	1000		7302 05	1000				1 1
	710	07	03	07304	05	[illegible]	1	1000		7304 05	1000				1 1
	727	07	03	07308	05	CARL CONNELL	1	1000		7308 05	1000				1 1
	802	08	03	07309	05	JACK W [illegible]	1	1000		7309 05	1000				1 1
	716	07	03	07318	05	LOTEN C THOMPSON	1	1000		7318 05	1000				1 1
	807	08	04	07321	05	JOHNNIE M JACKSON	1	1000		7321 05	1000				1 1
	713	07	04	07322	05	HENRY A LONG	1	1000		7322 05	1000				1 1
	826	08	04	07325	05	ANGELO BUTCHIKAS	1	1000		7325 05	1000				1 1
	717	07	04	07326	05	ROBERT E [illegible]	1	1000		7326 05	1000				1 1
	710	07	04	07330	05	CLAUDE W WARREN	1	1000		7330 05	1000				1 1
	711	07	04	07331	05	CHARLES E MAY	1	1000		7331 05	1000				1 1
	711	07	04	07332	05	ROBERT W COLEMAN	1	1000		7332 05	1000				1 1
	712	07	04	07334	05	ROBERT H CRICKETT	1	1000		7334 05	1000				1 1
	713	07	04	07334	05	LESSIE W CROCKETT	1	1000		7334 05	1000				1 1
	1217	12	04	07335	05	FRANCIS L ERWIN	1	1000		7335 05	1000				1 1
	903	09	05	07339	05	JAMES C JOY	1	1000		7339 05	1000				1 1
	722	07	01	07342	05	ANDREW A THOMAS	1	1000		7342 05	1000				1 1
	716	07	08	07352	05	ROBERT R PAIL	1	1000		7352 05	1000				1 1
	804	08	03	07358	05	BERNARD C KING	1	1000		7358 05	1000				1 1
	713	07	03	07360	05	LEWIS A AIN	1	1000		[illegible]	1000				1 1
	819	08	05	07361	05	MAURICE J WOO	1	1000		[illegible]	1000				1 1
	1201	12	03	07366	05	JAMES [illegible]	1	1000		[illegible]	1000				1 1
	719	07	05	07370	05	RALPH [illegible]	1	1000		7370 05	1000				1 1
	716	07	04	07371	05	THOMAS E [illegible]	1	1000		7371 05	1000				1 1
	202	02	09	07376	05	[illegible] F [illegible]	1	5000		[illegible]	5000				1 1
	712	07	04	07380	05	[illegible]	1	1000		[illegible]	1000				1 1
	810	08	03	07382	05	[illegible]	1	1000		[illegible]	1000				1 1
	810	08	03	07384	05	ALBERT L ABBOTT	1	1000		[illegible]	1000				1 1
	811	08	03	07390	05	GEORGE W PERRY	1	1000		[illegible]	1000				1 1
	720	07	01	07392	05	ELMER HARDY JR	1	1000		[illegible]	1000				1 1
	726	07	01	07394	05	ALBERT J WALKER	1	1000		7394 05	1000				1 1
	719	07	03	07396	05	JOHN A [illegible]	1	1000		[illegible]	1000				1 1
	720	07	05	07400	05	EDWIN R [illegible]	1	1000		[illegible]	1000				1 1
	929	09	05	07406	05	[illegible] BAJAN BALAO	1	1000		[illegible]	1000				1 1
	727	07	04	07410	05	WILLIAM C MACON	1	1000		7410 05	1000				1 1
	723	07	03	07418	05	JAMES F RAYBURN	1	1000		7418 05	1000				1 1
	723	07	03	07420	05	WATT JENKINS	1	1000		[illegible]	1000				1 1
	726	07	03	07422	05	JOSEPH H [illegible]	1	1000		[illegible]	1000				1 1
	731	07	03	28047	03	JOSEPH H PATTERSON	1	1000		7425 05	1000				1 1

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	BILL NO	CONTROL POLICY NO BA	CONTROL POLICY NO SERIAL	CONTROL POLICY NO PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	ACTUAL POLICY NO PLAN	CASH RECEIVED	OTHER DEBITS	AGENT CODE		BUS. DATE
0626	06	03	07190	05	DANIAL [illegible]		[illegible]		[illegible]		1000				26
1119	11	03	07191	05	[illegible]		[illegible]		[illegible]		1000				19
0622	06	03	07195	05	WILLIS HUNTER		[illegible]		[illegible]		1000				22
0628	06	03	07198	05	[illegible]		[illegible]		[illegible]		1000				28
0624	06	03	07203	05	[illegible]		[illegible]		[illegible]		1000				24
0626	06	03	07204	05	SARA A BARNETT		[illegible]		[illegible]		1000				26
0628	06	03	07205	05	JOSEPH J ADAMS		[illegible]		[illegible]		1000				28
0703	07	04	07209	05	LAWRENCE E TATE		[illegible]		[illegible]		1000				3
0705	07	04	07215	05	EDWARD L TURNER JR		[illegible]		[illegible]		1000				5
0627	06	01	07219	05	OLIVER R WILLIAMSON		[illegible]		[illegible]		1000				27
0705	07	03	07223	05	FRANK M LAGRACUTTA JR		[illegible]		[illegible]		1000				5
0709	07	03	07224	05	JAMES S GARRISON		[illegible]		[illegible]		1000				9
0811	08	01	07225	05	JAMES PIERCE DANIEL		[illegible]		[illegible]		1000				11
0705	07	09	07231	05	GEORGE E MCCORMICK		[illegible]		[illegible]		1000				5
0731	07	03	07257	05	CORNELIUS [illegible]		[illegible]		[illegible]		1000				31
1004	10	03	07264	05	ALTO [illegible]		[illegible]		[illegible]		1000				4
0629	06	03	07267	05	WILLIAM [illegible]		[illegible]		[illegible]		1000				29
0801	08	04	07268	05	JESSIE L COOPER		1000		[illegible]		1000				1
1110	11	04	07272	05	MARVIN A COLEMAN JR		1000		[illegible]		1000				10
0711	07	04	07273	05	CLAUD T GREEN		1000		[illegible]		1000				11
0711	07	01	07279	05	RAY J VAKULA		1000		[illegible]		1000				11
0712	07	01	07280	05	JAMES O DOOLAN		1000		[illegible]		1000				12
0712	07	03	07281	05	WILLIAM T JOHNSON		1000		[illegible]		1000				12
0415	04	03	07286	05	CHARLES A CECIL Y SR		1000		[illegible]		1000				15
0713	07	09	07296	05	JOE A NOBLE		1000		[illegible]		1000				13
0801	08	09	07302	05	THOMAS R JONES		1000		[illegible]		1000				3
0710	07	03	07304	05	MATT [illegible]		1000		[illegible]		1000				10
0727	07	03	07306	05	CARL CONNELL		1000		[illegible]		1000				27
0802	08	03	07309	05	MACK A [illegible]		1000		[illegible]		1000				2
0716	07	03	07318	05	LOTEN C THOMPSON		1000		[illegible]		1000				16
0807	08	04	27971	03	JOHNNIE M JACKSON		1000		[illegible]		1000				7
0713	07	04	07322	05	HENRY A LONG		1000		[illegible]		1000				13
0826	08	04	07325	05	ANGELO [illegible]		1000		[illegible]		1000				26
0717	07	04	07326	05	ROBERT E [illegible]		1000		[illegible]		1000				17
0710	07	04	07330	05	CLAUDE W [illegible]		1000		[illegible]		1000				10
0711	07	04	07331	05	CHARLES E [illegible]		1000		[illegible]		1000				11
0711	07	04	07332	05	ROBERT R COLEMAN		1000		[illegible]		1000				11
0712	07	04	07334	05	ROBERT R CROCKETT		1000		[illegible]		1000				12
0712	07	04	07334	05	LESSIE L CROCKETT		1000		[illegible]		1000				12
1217	12	04	07335	05	FRANCIS L ERWIN		1000		[illegible]		1000				17
0901	09	05	07339	05	JAMES C JOYNER		1000		[illegible]		[illegible]				1
0723	07	01	07342	05	ANDREW J THOMAS		1000		[illegible]		1000				23
0716	07	08	07352	05	ROBERT A PARILLA		1000		[illegible]		1000				16
0804	08	03	07358	05	REGINALD C KING		1000		[illegible]		1000				4
0712	07	03	07360	05	LEWIS A ARIAS		1000		[illegible]		1000				12
0819	08	03	07361	05	MAURICE J MORRISON		1000		[illegible]		1000				19
1201	12	03	07366	05	JOHN A MERRITT		1000		[illegible]		1000				1
0719	07	05	07370	05	RALPH W KROUP		1000		[illegible]		1000				19
0715	07	04	07375	05	THOMAS E MORROW		1000		[illegible]		1000				15
0712	07	04	07382	05	MARION M WOODLIN		1000		[illegible]		1000				12
0810	08	03	07383	05	WILLIAM E CROCKETT		1000		[illegible]		1000				10
0810	08	03	07384	05	ALBERT L ABBOTT		1000		[illegible]		1000				10
0811	08	03	07390	05	GEORGE W PERKINS		1000		[illegible]		1000				11
0720	07	01	07392	05	BEN F HARDY JR		1000		[illegible]		1000				20

[illegible]

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	DUE MO	CONTROL POLICY NO GA	SERIAL	PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	PLAN	CASH RECEIVED	OTHER DEBITS	ACCT CODE		REG DATE
A710	07	04	07330	05	CLAUDE M WARREN	1	1000		7330	05	1000				
0711	07	04	07331	05	CHARLES E MAY	1	1000		7331	05	1000				10
A711	07	04	07332	05	ROBERT R COLEMAN	1	1000		7332	05	1000				11
0712	07	04	07334	05	ROBERT H CROCKETT	1	1000		7333	05	1000				11
A712	07	04	07334	05	LESSIE G CROCKETT	1	1000		7334	05	1000				12
0903	09	05	07339	05	JAMES C JOYNER	1	1000		7339	05	1000				12
A713	07	01	07342	05	ANDREW R THOMAS	1	1000		7342	05	1000				3
0716	07	08	07352	05	ROBERT R PARTLOW	1	1000		7352	05	1000				23
A804	08	03	07358	05	BERNARD C KING	1	1000		7358	05	1000				16
0712	07	03	07360	05	LEWIS A AKINS	1	1000		7360	05	1000				4
A810	08	03	07361	05	MAURICE J WOODSON	1	1000		7361	05	1000				12
1201	12	03	07366	05	JOHN B HEWITT	1	1000		7366	05	1000				19
A712	07	05	07370	05	RALPH M KRUPP	1	1000		7370	05	1000				1
0719	07	04	07375	05	THOMAS E MORROW	1	1000		7375	05	1000				19
A718	07	04	07382	05	MARION M WOODFIN	1	1000		7382	05	1000				19
0810	08	03	07383	05	WILLIAM E CROCKETT	1	1000		7383	05	1000				12
A810	08	03	07384	05	ALBERT L ABBOTT	1	1000		7384	05	1000				10
0811	08	03	07390	05	GEORGE M PERKINS	1	1000		7390	05	1000				10
A720	07	01	07392	05	BEN F HARDY JR	1	1000		7392	05	1000				11
0726	07	01	07396	05	ALBERT J WALDRON	1	1000		7396	05	1000				20
A719	07	08	07399	05	JOHN V SCHLEGELL	1	1000		7399	05	1000				26
0720	07	05	07406	05	EDWIN R CHILDS	1	1000		7406	05	1000				19
A229	02	09	07408	05	F MARION WALKER	1	1000		7408	05	1000				20
0727	07	04	07410	05	WILLIAM C MACON	1	1000		7410	05	1000				29
A720	07	03	07418	05	JAMES F HAYGOOD	1	1000		7418	05	1000				27
0723	07	03	07420	05	WATT JENKINS	1	1000		7420	05	1000				30
A726	07	03	07422	05	JOSEPH R GANDY	1	1000		7422	05	1000				23
0731	07	03	28047	03	JOSEPH H PATTERSON	1	1000		7425	05	1000				26
A804	08	01	07437	05	DR W L MAHON JR	1	1000		7437	05	1000				1
0730	07	01	07439	05	J PAUL MAHAFFEY	1	1000		7439	05	1000				4
A728	07	02	07444	05	WILLIAM C REECE	1	1000		7444	05	1000				30
0801	08	09	07447	05	LEMUEL G MONTGOMERY	1	1000		7447	05	1000				25
A801	08	09	07450	05	BEULAH M WEILENMAN	1	1000		7450	05	1000				1
0801	08	09	07452	05	FRED L NEAL	1	1000		7452	05	1000				1
A223	02	03	07464	05	IVY G CHASON	1	1000		7464	05	1000				1
0727	07	04	07474	05	ANDREW M CROMER	1	1000		7474	05	1000				23
A727	07	04	07476	05	JAMES O BAKER	1	1000		7476	05	1000				27
1230	12	04	07482	05	HENRY A STERN	1	1000		7482	05	1000				27
1104	11	04	07483	05	HENRY W SHAW	1	1000		7483	05	1000				30
0806	08	03	07493	05	JAMES L MCNAIR	1	1000		7493	05	1000				12
A802	08	01	07498	05	CHARLIE G MILLER	1	1000		7498	05	1000				6
0821	08	09	07509	05	DEAN HEBRON	1	1000		7509	05	1000				2
A822	08	09	07510	05	JOHN S HOOD	1	1000		7510	05	1000				21
0119	01	09	07511	05	LEONIDAS MORRIS	1	1000		7511	05	1000				20
1102	11	03	07521	05	JAMES CRAWLEY	1	1000		7521	05	1000				21
0806	08	03	07522	05	JOHN I WILLIAMSON	1	1000		7522	05	1000				11
A803	08	03	07524	05	CARL A SPOONER JR	1	1000		7524	05	1000				6
0803	08	03	07527	05	CHARLES B AYCOCK	1	1000		7527	05	1000				3
A810	08	03	07529	05	GORDON J MAYS JR	1	1000		7529	05	1000				3
0806	08	03	07530	05	CHARLES A WEEKLEY JR	1	1000		7530	05	1000				10
A806	08	04	07535	05	CHARLES F MCKENNA	1	1000		7535	05	1000				8
0806	08	04	07535	05	VERNON J TRUMBELL	1	1000		7536	05	1000				8
A814	08	04	07537	05	THEO LEE	1	1000		7537	05	1000				8
0806	08	04	07541	05	JOHN A BACHELOR	1	1000		7541	05	1000				24
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	DUE NO	CONTROL POLICY NO GA	CONTROL POLICY NO SERIAL	CONTROL POLICY NO PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	ACTUAL POLICY NO PLAN	CASH RECEIVED	OTHER DEBITS	ACCT CODE		DED DATE
0719	07	04	07375	05	THOMAS E MORROW	1	1000		7375	05	1000				19
0712	07	04	07382	05	MARION M WOODFIN	1	1000		7382	05	1000	0			12
0810	08	03	07383	05	WILLIAM E CROCKETT	1	1000		7383	05	1000				10
0810	08	03	07384	05	ALBERT L ABBOTT	1	1000		7384	05	1000				10
0811	08	01	07390	05	GEORGE M PERKINS	1	1000		7390	05	1000				11
0730	07	01	07392	05	BEN F HARDY JR	1	1000		7392	05	1000				30
0726	07	01	07396	05	ALBERT P WALDRON	1	1000		7396	05	1000				26
0719	07	02	07399	05	JOHN V SCHLEGELL	1	1000		7399	05	1000				19
0720	07	05	07406	05	EDWIN R CHILDS	1	1000		7406	05	1000				20
0929	09	09	07408	05	F MARION WALKER	1	1000		7408	05	1000				29
0727	07	04	07410	05	WILLIAM C MACON	1	1000		7410	05	1000				27
0730	07	03	07418	05	JAMES E HAYGOOD	1	1000		7418	05	1000				30
0723	07	03	07420	05	MATT JENKINS	1	1000		7420	05	1000				23
0726	07	03	07422	05	JOSEPH R CANDY	1	1000		7422	05	1000				26
0804	08	01	07437	05	DR W L MAHON JR	1	1000		7437	05	1000				4
0725	07	02	07444	05	WILLIAM C REECE	1	1000		7444	05	1000				25
0801	08	09	07447	05	LEMUEL G MONTGOMERY	1	1000		7447	05	1000				1
0801	08	09	07450	05	BEULAH M NEILENMAN	1	1000		7450	05	1000				1
0801	08	09	07452	05	FRED L NEAL	1	1000		7452	05	1000				1
0925	09	03	07464	05	IVY G CHASON	1	1000		7464	05	1000				25
0727	07	04	07474	05	ANDREW M CROMER	1	1000		7474	05	1000				27
0727	07	04	07476	05	JAMES O BAKER	1	1000		7476	05	1000				27
1230	12	04	07482	05	HENRY A STERN	1	1000		7482	05	1000				30
1104	11	04	07483	05	HENRY A SHAW	1	1000		7483	05	1000				4
0806	08	03	07493	05	JAMES L MCNAIR	1	1000		7493	05	1000				6
0802	08	01	07498	05	CHARLIE C MILLER	1	1000		7498	05	1000				2
0821	08	09	07509	05	DEAN HEBRON	1	1000		7509	05	1000				21
0820	08	09	07510	05	JOHN S HOOD	1	1000		7510	05	1000				20
0119	01	09	07511	05	LEONIDAS NORRIS	1	1000		7511	05	1000				19
1109	11	03	07521	05	JAMES CRAWLEY	1	1000		7521	05	1000				9
0806	08	03	07522	05	JOHN B WILLIAMSON	1	1000		7522	05	1000				6
0803	08	03	07524	05	CARL P SPOONER JR	1	1000		7524	05	1000				3
0803	08	03	07527	05	CHARLES B AYCOCK	1	1000		7527	05	1000				3
0810	08	03	07529	05	GORDON J MAY JR	1	1000		7529	05	1000				10
0808	08	03	07530	05	CHARLES A MELKLEY JR	1	1000		7530	05	1000				8
0808	08	04	07535	05	CHARLES F MCKENZ	1	1000		7535	05	1000				8
0808	08	04	07536	05	VERNON J THUMELL	1	1000		7536	05	1000				8
0824	08	04	07537	05	THEO [illegible]	1	1000		7537	05	1000				24
0808	08	04	07541	05	JOHN A RACHELOT	1	1000		7541	05	1000				8
0804	08	04	07546	05	JOHN H WILBOURN	1	1000		7546	05	1000				4
0822	08	01	07552	05	JAMES H SHERARD	1	1000		7552	05	1000				22
0813	08	01	07553	05	SAMUEL O YONCE	1	1000		7553	05	1000				13
0820	08	01	30505	01	EDMUND O STALLINGS	1	1000		7556	05	1000				20
0821	08	03	07563	05	BENJAMIN D SMITH JR	1	1000		7563	05	1000				21
0110	01	03	07581	05	ROBERT P SURES	1	1000		7581	05	1000				10
0126	01	03	07586	05	[illegible]	1	3000		7586	05	3000				26
0110	01	03	07588	05	HERBERT L HAIDT	1	1000		7588	05	1000				10
1026	10	03	07590	05	ALBERT A PRATT	1	1000		7590	05	1000				26
0824	08	03	07591	05	[illegible]	1	1000		7591	05	1000				24
0814	08	03	07594	05	HERBERT T HELMER	1	1000		7594	05	1000				14
0810	08	04	07599	05	[illegible]	1	1000		7599	05	1000				10
0810	08	04	07603	05	EMORY S MCNIDER	1	1000		7603	05	1000				10
0915	09	05	07605	05	ALOYSIUS G EMANN	1	1000		7605	05	1000				15
0820	08	01	07608	05	ROBERT F SWAIN	1	1000		7608	05	1000				20

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	DUP NO	FORFEIT POLICY NO G.A	SERIAL	PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	PLAN	CASH RECEIVED	OTHER DEBITS	ACCT CODE		REG. DIV.
0622	06	03	07195	05	J ELLIS NORMAN	1	1000		7195	05	1000				2 2
0628	06	03	07198	05	BERTIE MOORE	1	1000		7198	05	1000				2 6
0626	06	03	07203	05	DR JOSEPH F REEVES	1	1000		7203	05	1000				2 6
0626	06	03	07204	05	SARA A PADGETT	1	1000		7204	05	1000				2 6
0622	06	03	07205	05	JOSEPH B ADAMS	1	1000		7205	05	1000				2 2
0810	08	04	07208	05	DR DONALD A CURRENTON	1	1000		7208	05	1000				8 10
0703	07	04	07209	05	LAWRENCE E TATE	1	1000		7209	05	1000				7 3
0705	07	04	07216	05	EDWARD L TURNER JR	1	1000		7216	05	1000				7 5
0627	06	01	07219	05	OLIVER A WILLIAMSON	1	1000		7219	05	1000				2 7
0705	07	03	07223	05	FRANK W DARRACOTT JR	1	1000		7223	05	1000				7 5
0709	07	03	07224	05	JAMES S GARRISON	1	1000		7224	05	1000				7 9
0811	08	01	07225	05	JAMES PIERCE DANIEL	1	1000		7225	05	1000				8 11
0705	07	09	07231	05	GEORGE E MCCORMICK	1	1000		7231	05	1000				7 5
0731	07	03	07257	05	CORNELIUS G FUQUAY	1	1000		7257	05	1000				31
1004	10	03	07264	05	ALTO SELLERS	1	1000		7264	05	1000				4
0629	06	03	07267	05	WILLIAM W DENNIS	1	1000		7267	05	1000				2 9
0801	08	04	07268	05	JESSIE L COOKE	1	1000		7268	05	1000				8 1
1110	11	04	07272	05	MARVIN A COLEMAN JR	1	1000		7272	05	1000				10
0711	07	04	07273	05	CLAUD T OWEN	1	1000		7273	05	1000				7 11
0711	07	01	07279	05	RAY J MAKELA	1	1000		7279	05	1000				7 11
0712	07	01	07280	05	JAMES P DOOLAN	1	1000		7280	05	1000				7 12
0712	07	03	07281	05	WILLIAM E JOHNSON	1	1000		7281	05	1000				7 12
0415	04	03	07286	05	CHARLES A BEEKLEY SR	1	1000		7286	05	1000				4 15
0715	07	09	07296	05	JOE W NOBLE	1	1000		7296	05	1000				7 15
0803	08	09	07302	05	THOMAS W JONES	1	1000		7302	05	1000				8 3
0710	07	03	07304	05	W.M T SUMMERS	1	1000		7304	05	1000				7 10
0727	07	03	07308	05	CARL CONNELL	1	1000		7308	05	1000				7 27
0802	08	03	07309	05	MACK W DEKLE	1	1000		7309	05	1000				8 2
0716	07	03	07318	05	LOTEN C THOMPSON	1	1000		7318	05	1000				7 16
0807	08	04	27971	05	JOHNNIE M JACKSON	1	1000		7319	05	1000				8 7
0713	07	04	07322	05	HENRY A LONG	1	1000		7322	05	1000				7 13
0826	08	04	07325	05	ANGELO BUTCHIKAS	1	1000		7325	05	1000				8 26
0717	07	04	07326	05	ROBERT E ESTES	1	1000		7326	05	1000				7 17
0710	07	04	07330	05	CLAUDE M WARREN	1	1000		7330	05	1000				7 10
0711	07	04	07331	05	CHARLES E MAY	1	1000		7331	05	1000				7 11
0711	07	04	07332	05	ROBERT R COLEMAN	1	1000		7332	05	1000				7 11
0712	07	04	07334	05	ROBERT H CROCKETT	1	1000		7333	05	1000				7 12
0712	07	04	07334	05	LESSIE G CROCKETT	1	1000		7334	05	1000				7 12
1217	12	04	07335	05	FRANCIS L ERWIN	1	1000		7335	05	1000				1 17
0903	09	05	07339	05	JAMES C JOYNER	1	1000		7339	05	1000				9 3
0723	07	01	07342	05	ANDREW B THOMAS JR	1	1000		7342	05	1000				7 23
0716	07	08	07352	05	ROBERT R PARTLOW	1	1000		7352	05	1000				7 16
0804	08	03	07358	05	BERNARD C KING	1	1000		7358	05	1000				8 4
0712	07	03	07360	05	LEWIS A AKINS	1	1000		7360	05	1000				7 12
0819	08	03	07361	05	MAURICE J WOODSON	1	1000		7361	05	1000				8 19
1201	12	03	07366	05	JOHN B HEWITT	1	1000		7366	05	1000				12 1
0719	07	05	07370	05	RALPH M KRUPP	1	1000		7370	05	1000				7 19
0719	07	04	07375	05	THOMAS E MORROW	1	1000		7375	05	1000				7 19
0712	07	04	07382	05	MARION M WOODLIN	1	1000		7382	05	1000				7 12
0810	08	03	07383	05	WILLIAM E CROCKETT	1	1000		7383	05	1000				8 10
0810	08	03	07384	05	ALBERT L ARBUTT	1	1000		7384	05	1000				8 10
0811	08	03	07390	05	GEORGE M PERKINS	1	1000		7390	05	1000				8 11
0720	07	01	07392	05	BEN F HARDY JR	1	1000		7392	05	1000				7 20
0726	07	01	07396	05	ALBERT J WALDRON	1	1000		7396	05	1000				7 26

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	BAR NO	CONTROL POLICY NO: GA	SERIAL	PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO: SERIAL	PLAN	CASH RECEIVED	OTHER RECPTS	ACCT CODE		EFF DATE
0705	07	03	07223	05	FRANK K GARRACOTT JR	1	1000		7223	05	1000				5
0709	07	03	07224	05	JAMES S GARRISON	1	1000		7224	05	1000				9
0811	08	01	07225	05	JAMES PIERCE DANIEL	1	1000		7225	05	1000				11
0705	07	09	07231	05	GEORGE L MCCONNICK	1	1000		7231	05	1000				5
0731	07	03	07257	05	CORNELIUS G FOUQUAY	1	1000		7257	05	1000				31
1004	10	03	07264	05	ALTO SELLERS	1	1000		7264	05	1000				4
0629	06	03	07267	05	WILLIAM M DENNIS	1	1000		7267	05	1000				29
0801	08	04	07268	05	JESSIE L COONE	1	1000		7268	05	1000				1
1110	11	04	07272	05	MARVIN A COLEMAN JR	1	1000		7272	05	1000				10
0711	07	04	07273	05	CLAUD T OWEN	1	1000		7273	05	1000				11
0711	07	01	07279	05	RAY J MAKELA	1	1000		7279	05	1000				11
0712	07	01	07280	05	JAMES P DOOLAN	1	1000		7280	05	1000				12
0712	07	03	07281	05	WILLIAM L JOHNSON	1	1000		7281	05	1000				12
0415	04	03	07286	05	CHARLES A BECKLEY JR	1	1000		7286	05	1000				15
0713	07	09	07296	05	JOE B NOBLE	1	1000		7296	05	1000				13
0803	08	09	07302	05	THOMAS A JONES	1	1000		7302	05	1000				3
0710	07	03	07304	05	RM I SUMMERS	1	1000		7304	05	1000				10
0727	07	03	07308	05	CARL CONNELL	1	1000		7308	05	1000				27
0802	08	03	07309	05	MACK M OEKLE	1	1000		7309	05	1000				2
0716	07	03	07310	05	LOTEN C THOMPSON	1	1000		7310	05	1000				16
0807	08	04	27971	03	JOHNNIE M JACKSON	1	1000		7319	05	1000				7
0713	07	04	07322	05	HENRY A LONG	1	1000		7322	05	1000				13
0826	08	04	07325	05	ANGELO BUTCHIKAS	1	1000		7325	05	1000				26
0717	07	04	07326	05	EDELL E ESTES	1	1000		7326	05	1000				17
0710	07	04	07330	05	CLAUDE M MARKEY	1	1000		7330	05	1000				10
0711	07	04	07331	05	CHARLES E MAY	1	1000		7331	05	1000				11
0711	07	04	07332	05	ROBERT A COLEMAN	1	1000		7332	05	1000				11
0712	07	04	07334	05	ROGER D CROCKETT	1	1000		7334	05	1000				12
0712	07	04	07334	05	LESLIE G CROCKETT	1	1000		7334	05	1000				12
1217	12	04	07335	05	FRANCIS L ERWIN	1	1000		7335	05	1000				17
0903	09	05	07339	05	JAMES C JOYNER	1	1000		7339	05	1000				3
0723	07	01	07342	05	ANDREW R THOMAS	1	1000		7342	05	1000				23
0716	07	03	07352	05	ROBERT R PARTLOW	1	1000		7352	05	1000				16
0804	08	03	07358	05	BERNARD C KING	1	1000		7358	05	1000				4
0712	07	03	07360	05	LEWIS A AINS	1	1000		7360	05	1000				12
0819	08	03	07361	05	MAURICE J TOGDON	1	1000		7361	05	1000				19
1201	12	03	07366	05	JOHN R DEATT	1	1000		7366	05	1000				1
0719	07	05	07370	05	RALPH G KRUTZ	1	1000		7370	05	1000				19
0719	07	04	07375	05	THOMAS L MOORE	1	1000		7375	05	1000				19
0712	07	04	07382	05	MARION L GLOSTER	1	1000		7382	05	1000				12
0810	08	03	07383	05	WILLIAM E CROCKETT	1	1000		7383	05	1000				10
0810	08	03	07384	05	ALBERT L ADDITT	1	1000		7384	05	1000				10
0611	06	03	07390	05	CLOVIS L PERKINS	1	1000		7390	05	1000				11
0720	07	01	07392	05	BEN F HARVEY JR	1	1000		7392	05	1000				20
0726	07	01	07396	05	ALBERT J WALDRON	1	1000		7396	05	1000				26
0719	07	02	07399	05	JOHN V MITCHELL	1	1000		7399	05	1000				19
0720	07	05	07406	05	EARL R CHILDS	1	1000		7406	05	1000				20
0923	09	09	07408	05	F WARREN DALE	1	1000		7408	05	1000				23
0727	07	04	07410	05	GILLIAM C TRAIL	1	1000		7410	05	1000				27
0730	07	03	07418	05	JAMES C TYGART	1	1000		7418	05	1000				30
0723	07	03	07420	05	MATT J HUNTER	1	1000		7420	05	1000				23
0726	07	03	07422	05	JOSEPH B LARKEY	1	1000		7422	05	1000				26
0731	07	03	07423	05	JOSEPH B PATTERSON	1	1000		7423	05	1000				31
0804	08	01	07437	05	DR H L A C JR	1	1000		7437	05	1000				4

Louis H. Ewart

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	DUE MO	CONTROL POLICY NO G A	CONTROL POLICY NO SERIAL	CONTROL POLICY NO PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	ACTUAL POLICY NO PLAN	CASH RECEIVED	OTHER DEBITS	ACCT CODE		APD DATE
0703	07	06	07230	05	JAMES T FULGHUM	2	11600		7230	05	11600				30
0705	07	09	07231	05	GEORGE E MCCORMICK	1	1000		7231	05	1000				5
0731	07	03	07257	05	CORNELIUS G FUQUAY	1	1000		7257	05	1000				1
1004	10	03	07264	05	ALTO SELLERS	1	1000		7264	05	1000				4
0629	06	03	07267	05	WILLIAM W DENNIS	1	1000		7267	05	1000				30
0801	08	04	07268	05	JESSIE L COONE	1	1000		7268	05	1000				1
1110	11	04	07272	05	MARVIN A COLEMAN JR	1	1000		7272	05	1000				10
0711	07	04	07273	05	CLAUD T OWEN	1	1000		7273	05	1000				11
0711	07	01	07279	05	RAY J MAKELA	1	1000		7279	05	1000				11
0712	07	01	07280	05	JAMES P DOOLAN	1	1000		7280	05	1000				12
0712	07	03	07281	05	WILLIAM E JOHNSON	1	1000		7281	05	1000				12
0415	04	03	07286	05	CHARLES A WEEKLEY SR	1	1000		7286	05	1000				15
0713	07	09	07296	05	JOE A NOBLE	1	1000		7296	05	1000				13
0803	08	09	07302	05	THOMAS W JONES	1	1000		7302	05	1000				3
0710	07	03	07304	05	WM T SUMMERS	1	1000		7304	05	1000				10
0727	07	03	07308	05	CARL CONNELL	1	1000		7308	05	1000				27
0802	08	03	07309	05	MACK W BEKLE	1	1000		7309	05	1000				2
0716	07	03	07318	05	LOTEN C THOMPSON	1	1000		7318	05	1000				16
0807	08	04	27971	05	JOHNNIE M JACKSON	1	1000		7319	05	1000				7
0713	07	04	07322	05	HENRY A LONG	1	1000		7322	05	1000				13
0826	08	04	07325	05	ANGELO BUTCHIKAS	1	1000		7325	05	1000				26
0717	07	04	07326	05	ROBERT E ESTES	1	1000		7326	05	1000				17
0710	07	04	07330	05	CLAUDE M WARREN	1	1000		7330	05	1000				10
0711	07	04	07331	05	CHARLES E MAY	1	1000		7331	05	1000				11
0711	07	04	07332	05	ROBERT R COLEMAN	1	1000		7332	05	1000				11
0712	07	04	07334	05	ROBERT H CROCKETT	1	1000		7333	05	1000				12
0712	07	04	07334	05	LESSIE G CROCKETT	1	1000		7334	05	1000				12
1217	12	04	07335	05	FRANCIS L ERWIN	1	1000		7335	05	1000				17
0903	09	05	07339	05	JAMES C JOYNER	1	1000		7339	05	1000				3
0723	07	01	07342	05	ANDREW R THOMAS	1	1000		7342	05	1000				23
0716	07	08	07352	05	ROBERT R PARTLOW	1	1000		7352	05	1000				16
0504	08	03	07358	05	BERNARD C KING	1	1000		7358	05	1000				4
0712	07	03	07360	05	LEWIS A AKINS	1	1000		7360	05	1000				12
0819	08	03	07361	05	MAURICE J WOODSON	1	1000		7361	05	1000				19
1201	12	02	07366	05	JOHN B HEWITT	1	1000		7366	05	1000				1
0719	07	05	07370	05	RALPH M KRUDD	1	1000		7370	05	1000				9
0719	07	04	07375	05	THOMAS E MORROW	1	1000		7375	05	1000				9
0712	07	04	07382	05	MARION M WOODFIN	1	1000		7382	05	1000				12
0810	08	03	07383	05	WILLIAM E CROCKETT	1	1000		7383	05	1000				10
0810	08	03	07384	05	ALBERT L ABBOTT	1	1000		7384	05	1000				10
0811	08	03	07390	05	GEORGE M PERKINS	1	1000		7390	05	1000				11
0720	07	01	07392	05	BEN F HARDY JR	1	1000		7392	05	1000				20
0726	07	01	07396	05	ALBERT J WALDRON	1	1000		7396	05	1000				26
0719	07	02	07399	05	JOHN V SCHLEGELL	1	1000		7399	05	1000				9
0720	07	05	07406	05	EDWIN R CHILDS	1	1000		7406	05	1000				20
0929	09	09	07408	05	S MARION WALKER	1	1000		7408	05	1000				29
0727	07	04	07410	05	WILLIAM C MACON	1	1000		7410	05	1000				27
0730	07	03	07418	05	JAMES F HAYGOOD	1	1000		7418	05	1000				30
0723	07	03	07420	05	MATT JENKINS	1	1000		7420	05	1000				23
0726	07	03	07422	05	JOSEPH R GANDY	1	1000		7422	05	1000				26
0731	07	03	07425	05	JOSEPH H PATTERSON	1	1000		7425	05	1000				1
0804	08	01	07437	05	DR R L MARION JR	1	1000		7437	05	1000				4
0725	07	02	07444	05	WILLIAM C REECE	1	1000		7444	05	1000				25
0801	08	09	07447	05	LEMUEL G MONTGOMERY	1	1000		7447	05	1000				1

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	DUE MO	CONTROL POLICY NO GA	SERIAL	PLAN	NAME	MODE	PREMIUM	BATCH NO	ACTUAL POLICY NO SERIAL	PLAN	CASH RECEIVED	OTHER DEBITS	ACCT CODE		DED DATE
715	07	03	07361	05	[illegible]	1	1 0 0 0		7 3 5 1	5	1 0 0 0				1 8
710	08	03	07301	05	[illegible] MCCLOUD	1	1 0 0 0		7 3 0 1	5	1 0 0 0				1 9
1201	12	03	07366	05	[illegible]	1	1 0 0 0		7 3 6 6	5	1 0 0 0				1
719	07	04	07375	05	THOMAS L [illegible]	1	1 0 0 0		7 3 7 5	5	1 0 0 0				2 6
712	07	04	07382	05	MARION M [illegible]	1	1 0 0 0		7 3 8 2	5	1 0 0 0				1 5
810	08	03	07303	05	[illegible]	1	1 0 0 0		7 3 0 3	5	1 0 0 0				1 0
810	08	03	07304	05	[illegible]	1	1 0 0 0		7 3 0 4	5	1 0 0 0				1 0
503	08	03	07389	05	CLINTON ROGERS	2	1 1 0 0 0		7 3 8 9	5	1 1 6 0 0				2 9
811	08	03	07390	05	[illegible]	1	1 0 0 0		7 3 9 0	5	1 0 0 0				1 1
720	07	01	07392	05	[illegible]	1	1 0 0 0		7 3 9 2	5	1 0 0 0				1 9
726	07	01	07396	05	[illegible]	1	1 0 0 0		7 3 9 6	5	1 0 0 0				2 6
724	07	02	07397	05	[illegible]	2	1 1 0 0 0		7 3 9 7	5	1 1 6 0 0				2 9
715	07	02	07399	05	[illegible]	1	1 0 0 0		7 3 9 9	5	1 0 0 0				1 9
429	09	09	07408	05	T [illegible]	1	1 0 0 0		7 4 0 8	5	1 0 0 0				2 9
727	07	04	07410	05	[illegible]	1	1 0 0 0		7 4 1 0	5	1 0 0 0				2 7
724	07	03	07416	05	[illegible]	2	1 1 0 0 0		7 4 1 6	5	1 1 6 0 0				2 1
725	07	03	07420	05	[illegible]	1	1 0 0 0		7 4 2 0	5	1 0 0 0				2 6
726	07	03	07422	05	[illegible]	1	1 0 0 0		7 4 2 2	5	1 0 0 0				2 8
724	07	09	07431	05	[illegible]	2	1 1 0 0 0		7 4 3 1	5	1 1 6 0 0				2 1
804	08	01	07437	05	[illegible]	1	1 0 0 0		7 4 3 7	5	1 0 0 0				1 4
801	08	09	07447	05	[illegible]	1	1 0 0 0		7 4 4 7	5	1 0 0 0				1 1
801	08	09	07450	05	[illegible]	1	1 0 0 0		7 4 5 0	5	1 0 0 0				1 1
801	08	09	07452	05	[illegible]	1	1 0 0 0		7 4 5 2	5	1 0 0 0				1 1
923	09	03	07464	05	[illegible]	1	1 0 0 0		7 4 6 4	5	1 0 0 0				2 3
1230	12	04	07482	05	[illegible]	1	1 0 0 0		7 4 8 2	5	1 0 0 0				3 0
1104	11	04	07483	05	[illegible]	1	1 0 0 0		7 4 8 3	5	1 0 0 0				4 6
806	08	03	07493	05	[illegible]	1	1 0 0 0		7 4 9 3	5	1 0 0 0				2 2
802	08	01	07498	05	[illegible]	1	1 0 0 0		7 4 9 8	5	1 0 0 0				2 1
821	08	09	07509	05	[illegible]	1	1 0 0 0		7 5 0 9	5	1 0 0 0				1 9
119	01	09	07511	05	[illegible]	1	1 0 0 0		7 5 1 1	5	1 0 0 0				1 9
1104	11	03	07521	05	[illegible]	1	1 0 0 0		7 5 2 1	5	1 0 0 0				1 6
806	08	03	07522	05	[illegible]	1	1 0 0 0		7 5 2 2	5	1 0 0 0				3 3
803	08	03	07524	05	[illegible]	1	1 0 0 0		7 5 2 4	5	1 0 0 0				3 3
803	08	03	07527	05	[illegible]	1	1 0 0 0		7 5 2 7	5	1 0 0 0				1 0
810	08	03	07529	05	[illegible]	1	1 0 0 0		7 5 2 9	5	1 0 0 0				1 8
808	08	03	07530	05	[illegible]	1	1 0 0 0		7 5 3 0	5	1 0 0 0				8 8
808	08	04	07535	05	[illegible]	1	1 0 0 0		7 5 3 5	5	1 0 0 0				8 8
808	08	04	07535	05	[illegible]	1	1 0 0 0		7 5 3 5	5	1 0 0 0				8 8
824	08	04	07537	05	[illegible]	1	1 0 0 0		7 5 3 7	5	1 0 0 0				2 4
808	08	04	07541	05	[illegible]	1	1 0 0 0		7 5 4 1	5	1 0 0 0				8 8
804	08	04	07546	05	[illegible]	1	1 0 0 0		7 5 4 6	5	1 0 0 0				8 4
322	08	01	07552	05	[illegible]	1	1 0 0 0		7 5 5 2	5	1 0 0 0				2 2
811	08	01	07553	05	[illegible]	1	1 0 0 0		7 5 5 3	5	1 0 0 0				1 3
820	08	01	30505	01	[illegible]	1	1 0 0 0		7 5 5 4	5	1 0 0 0				2 0
821	08	02	07563	05	[illegible]	1	1 0 0 0		7 5 6 3	5	1 0 0 0				2 0
810	08	03	07581	05	[illegible]	1	1 0 0 0		7 5 8 1	5	1 0 0 0				1 0
810	08	03	07588	05	[illegible]	1	1 0 0 0		7 5 8 8	5	1 0 0 0				1 0
1206	12	03	07595	05	[illegible]	1	1 0 0 0		7 5 9 5	5	1 0 0 0				2 6
804	08	03	07591	05	[illegible]	1	1 0 0 0		7 5 9 1	5	1 0 0 0				2 4
814	08	03	07594	05	[illegible]	1	1 0 0 0		7 5 9 4	5	1 0 0 0				1 4
810	08	04	07599	05	[illegible]	1	1 0 0 0		7 5 9 9	5	1 0 0 0				1 0
810	08	04	07603	05	[illegible]	1	1 0 0 0		7 6 0 3	5	1 0 0 0				1 0
915	09	05	07605	05	[illegible]	1	1 0 0 0		7 6 0 5	5	1 0 0 0				1 5
820	08	01	07608	05	[illegible]	1	1 0 0 0		7 6 0 8	5	1 0 0 0				2 0

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

RENEWAL LIST - LARGE POLICIES (Annual Premiums $14.00 to $116.00)

AGENTS NAME: Z T MORRIS

AGENTS NO.: 04 054

MO: 07 DAY: YR: 54

POLICY HOLDER	GA CODE	POLICY NUMBER SERIAL	PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
JOHN E BROXSON BOX 326 GENEVA ALA		29729	01	03	15	12	46 00
JAMES R BROWN RT 1 CHANCELLOR ALA		35913	01	03	15	12	46 00
WELDON T HAYGOOD GENEVA ALA		35914	01	07	15	6	23 50
HOKE S DAVIS 411 E COLLEGE AVE TALLAHASSEE FLA		08830	25	07	15	1	12 50
CARLOUS E CLARK RT 1 SLOCOMB ALA	NB	03158	90	08	31	3	5 00
C P YARBROUGH RT 1 DARLINGTON FLA	FY	41719	01	10	15	12	46 00
ROBERT J HASKEW P O BOX 174 HARTFORD ALA		29824	01	11	15	1	4 00
HARRY L MILLS RT 1 SLOCOMB ALA	NB	03159	90	11	31	3	5 00
THADIUS O SPEARS RT 1 COFFEE SPRINGS ALA	FY	42115	01	15	15	12	46 00
LEON LOLLEY BOX 201 SAMSON ALA	NB	03161	90	15	31	3	5 00
WILLARD L CHANCELLOR CHANCELLOR ALA	NB	03162	90	15	31	6	9 75
JAMES C CALDWELL ROUTE 3 SAMSON ALA		29942	01	16	15	12	46 00

MODE CODES

1 MONTHLY
6 SEMI ANNUAL
12 ANNUAL

PLAN CODES

01 MSR
11 MSR - PR
02 SR
12 SR - PR
03 SSR
13 SSR - PR
05 E & P
07 OA - SR
09 OA - SSR
20 AV
24 H
26 F G

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

RENEWAL LIST - LARGE POLICIES (Annual Premiums $14.00 to $116.00)

AGENTS NAME

AGENTS NO. 4 054

MO 07 | DAY 00 | YR 54

POLICY HOLDER	OA CODE	POLICY NUMBER SERIAL	PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
WILLIAM J BEASLEY BOX 125 GENEVA ALA		29943	01	16	15	6	2350
DR JOHN C MILLER BOX 182 GENEVA ALA	FY	14205	05	17	15	1	1000
O P HUGHES BELLWOOD ALA		30115	01	27	15	6	2350
GUS J BRYAN P O BOX 366 OPP ALA		32537	01	28	15	6	2350
JASPER F WILLIAMSON RT 4 OZOOK ALA		36184	01	28	15	12	4600
HARVEY R SMITH ROUTE 5 DOTHAN ALA		30114	01	31	15	12	4600
GEORGE WILSON P O BOX 145 OPP ALA		07376	05	31	15	1	1000

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MODE CODES

1 MONTHLY
6 SEMI ANNUAL
12 ANNUAL

PLAN CODES

01 - MSR
11 - MSR - PR
02 - SR
12 - SR - PR
03 - SSR
13 - SSR - PR
05 - E & P
07 - OA - SR
09 - OA - SSR
20 - AV
24 - H
26 - F G

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF RENEWALS PAID

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME: Z T MORRIS
AGENTS NO.: 04 054
MO.: 07 | DAY: | YR.: 54 | DAYS OF GRACE:

POLICY HOLDER	POLICY NUMBER: GA. CODE	SERIAL	PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
NEW BUSINESS RENEWAL							
CARLOUS E CLARK		03158	90	08	31	3	500
HARRY L MILLS		03159	90	11	31	3	500
LEON LOLLEY		03161	90	15	31	3	500
WILLARD L CHANCELLOR		03162	90	15	31	6	975 4
FIRST YEAR RENEWALS							
C P YARBROUGH		41719	01	10	15	12	4600
THADIUS O SPEARS		42115	01	15	15	12	4600 2
OTHER RENEWALS							
ROBERT J HASKEW		29824	01	11	15	1	38400
WILLIAM J BEASLEY		29943	01	16	15	6	2350
O P HUGHES		30115	01	27	15	6	2350
WELDON T HAYGOOD		35914	01	07	15	6	2350
GUS J BRYAN		32537	01	28	15	6	2350
JOHN E BROXSON		29729	01	03	15	12	4600
JAMES C CALDWELL		29942	01	16	15	12	4600
HARVEY R SMITH		30114	01	31	15	12	4600
JAMES R BROWN		35913	01	03	15	12	4600
GEORGE WILSON not Paid		07376	05	31	15	1	1000
HOKE S DAVIS		08830	25	07	15	1	1.24 1250 11

MODE CODES
1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES
01 - MSR
11 - MSR-PR
21 - MSRLD
02 - SR
12 - SR-PR
03 - SSR
13 - SSR-PR
05 - EP
25 - EPLD
07 - OA-SR
09 - OA-SSR
20 - AV
24 - H
26 - F. G. SUPPL.
28 - F. G. IND.
31-38 - AUTO. (RES.)
40-42 - SSC
50-54 - LIFE
90-97 - SERIES 90 (LC)

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME: Z T MORRIS

AGENTS NO.: 04 084

MO.: 07 DAY: YR.: 84 DAYS OF GRACE:

POLICY HOLDER	POLICY NUMBER GA. DEPT.	POLICY NUMBER SERIAL	POLICY NUMBER PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
FIRST YEAR RENEWALS							
DR JOHN C MILLER		14805	05	17	15	1	10001
OTHER RENEWALS							
JASPER F WILLIAMSON		36184	01	28	15	12	46001

MODE CODES

1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES

01 - MSR
11 - MSR-PR
21 - MSRLD
02 - SR
12 - SR-PR
03 - SSR
13 - SSR-PR
09 - EP
23 - EPLD
07 - GA-SR
09 - GA-SSR
20 - AV
24 - H
29 - F. G. SUPPL
28 - F. G. IND
31-38 - AUTO (REG.)
40-42 - SSC
50-54 - LIFE
90-97 - SERIES 90 (LC)

Item 6

J/E No. 1723
Date 9-15-54

Journal Voucher

Colonial Life & Accident Insurance Company

Name of Account	St. Cd.	Acc. No.	Debit	Credit
Z. T. Morris 054	04	835	.97	
E P Rev Comm.		405		.97

Description: George Wilson—July not paid

HOME OFFICE COPY

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

AGENT'S STATEMENT

AGENT Z T MORRIS 04054 MONTH ENDING 9 30 1954

	TYPE POLICY	DATE MO	DATE YR	CHARGES	CREDITS
BALANCE AUG 31 1954	47 7			395 40	
LONNIE COWAN JR	01 0	11	52		2 00 CR
LONNIE COWAN JR	01 0	11	52		2 00 CR
LONNIE COWAN JR	01 0	11	52		2 00 CR
LONNIE COWAN JR	01 0	11	52		2 00 CR
LONNIE COWAN JR	01 0	11	52		2 00 CR
LONNIE COWAN JR	01 0	11	52		2 00 CR
LONNIE COWAN JR	01 0	11	52		2 00 CR
LONNIE COWAN JR	01 0	11	52		2 00 CR
LONNIE COWAN JR	01 0	11	52		2 00 CR
LONNIE COWAN JR	01 0	11	52		2 00 CR
JAMES C STEPHENSON	01 12	12	52		2 00
JAMES W STUBBS	01 3	3	54		2 00
WILLIAM J HENDRIX	01 3	3	54		2 00
NEAL LOWERY	01 3	3	54		2 00
ALFRED MCINTOSH	01 4	4	54		2 00
WILLIAM C WHISNANT	01 4	4	54		2 00
ROBERT BURCH	01 5	5	54		2 00
SANDRA A MORRIS	03 6	6	54		1 00
FAYE M COX	03 6	6	54		1 00
PEARLIE C WHITE	25 6	6	54		4 25
JOHN W MIXSON	01 8	8	54		2 00
P C WHITE TRUCK LINE	29 6	8	54		16 00
P C TRUCK LINE INC	29 7	8	54		4 50
NELLIE MAE CARR	01 9	9	54		24 00 X
HASKELL C JORDAN	05 9	9	54		5 00
GEORGE WILSON	01 9	9	54	97	
CK NO 10584A	00 9	9	54	30 00	
CK NO 10621A	00 9	9	54	15 00	
TOTALS				441 37	53 95
BALANCE				387 42	

CR in Charge column indicates reduction of charges
CR in Credit column indicates reduction of credits

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME: SEPT DAILY LAPSES
AGENTS NO.: 01 000
MO: 09 DAY: YR: 54 DAYS OF GRACE:

POLICY HOLDER	POLICY NUMBER GA. CODE	POLICY NUMBER SERIAL	POLICY NUMBER PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
HATTIE GRUBBS		37900	01	12	15	1	400
SIDNEY A COOKE JR		26901	01	04	15	1	400
ELNORA P TYSON		28902	01	23	15	1	400
JAMES K ROGERS		46403	01	07	15	1	400
CLINT W CANNON		41304	01	02	15	1	400
JAMES MCALLISTER	FY	43504	01	29	15	1	400
ROBERT J BRASWELL		41305	01	03	15	12	4600
WENDELL P HOBBS		45006	01	17	31	1	400
JAMES E OSBORNE		44308	01	01	15	1	400
DAVID E BAXLEY		46708	01	16	15	1	400
HOMER L BRITT		46309	01	24	15	1	400
MIRAM C BAUCOM		28809	01	27	15	6	2350
IRVIN W CORNELL		37612	01	05	15	1	400
JOHN L CORNELL		37613	01	05	15	1	400
W WOODROW CORNELL		37611	01	05	15	1	400
J EARLE KING		38711	01	24	15	1	400
HOWARD LEON CUPPLES		37812	01	11	15	1	400
BERMAN SCHULMAN		38513	01	23	15	1	400
MARTIN T POWERS		27414	03	01	15	6	1175
JOHN M BROWN		25015	01	28	15	1	400
LILLIAN C MILLET		45516	01	06	15	1	400
VARDELL MILLER		43818	01	30	15	1	400
LUTHER L NORDAN		24420	01	14	15	1	400
ELWOOD SESSOMS		38320	01	14	15	1	400
JAMES D MYRICK		28622	01	14	15	1	400

MODE CODES
1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES
01 - MSR
11 - MSR-PR
21 - MSRLD
02 - SR
12 - SR-PR
03 - SSR
13 - SSR-PR
06 - EP
25 - EPLD
07 - GA-SR
08 - GA-SSR
20 - AV
24 - H
26 - F. S. SUPPL
28 - F. S. IND.
31-38 - AUTO (REG.)
40-42 - SSC
50-54 - LIFE
90-97 - SERIES 90 (LC)

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. 1 000

MO	DAY	YR	DAYS OF GRACE
09	00	54	

POLICY HOLDER	POLICY NUMBER			DAY DUE	DAYS OF GRACE	MODE	PREMIUM
	OA CODE	SERIAL	PLAN				
CHARLES W BROUN ✓		26824	01	03	15	1	400
WINIFRED Y BROUN ✓		26823	01	03	15	1	400
GILBERT F SULLIVAN ✓		44685	01	17	15	1	400
JOEL P MCINTYRE ✓		34687	01	08	15	1	400
RILEY D CARROLL ✓		46929	01	31	15	12	4600
GEORGE R MCAFEE ✓		41130	01	22	15	1	400
LIDA B MCAFEE ✓		30816	03	22	15	1	200
CURTIS STEPHENS ✓		45530	01	30	15	1	400
ROBERT E JOHNSON ✓		46730	01	10	15	1	400
BEN A HARRIS ✓		45431	01	27	15	1	400
LEANDER MISHUE ✓		46731	01	10	15	1	400
EDWARD CAULDER ✓		46831	01	13	15	1	400
DONALD C PARKER ✓		37931	01	11	15	1	400
BOBBY R TURNER ✓		46736	01	09	15	1	400
ELWOOD E SWINDELL ✓		41841	01	08	15	1	400
W HOWARD CALHOUN ✓		34838	01	08	15	1	400
GOETHE W MARSH JR ✓		45438	01	11	15	3	1200
CHARLES BARNES ✓		42740	01	03	15	1	400
DANIEL LEE COX ✓		46742	01	11	15	1	400
CARLIS V ALEXANDER ✓		26143	01	07	15	1	400
JOHN DAVID DOVE ✓		46743	01	11	15	1	400
JAMES H PITTMAN ✓		27443	01	04	15	1	400
WALTER P SPEIGHT ✓		46144	01	18	15	1	400
JACK H HOWELL ✓		46744	01	11	15	1	400
NORRIS L BISHOP ✓		43846	01	01	15	1	400
WILLIE A ROBBINS ✓		46046	01	04	15	1	400

MODE CODES

X 1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES

01 - MSR
11 - MSR-PR
21 - MSRLD
02 - SR
12 - SR-PR
03 - SSR
13 - SSR-PR
05 - EP
23 - EPLD
07 - OA-SR
09 - OA-SSR
20 - AV
24 - H
26 - F G SUPPL
28 - F G IND
31-38 - AUTO (REG)
40-42 - SSC
50-54 - LIFE
90 97 - SERIES 90 (LC)

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME | AGENTS NO. 1 000 | MO. 09 | DAY 00 | YR. 54 | DATE OF GRADE

POLICY HOLDER	POLICY NUMBER GA. PREFIX	POLICY NUMBER SERIAL	POLICY NUMBER PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
GEORGE R COPER Reinst 9-24-54		43047	01	26	15	1	400
AL WEARY ✓		31848	01	29	15	1	400
DEWITT T BLACKMON JR ✓		45949	01	24	15	1	400
JAMES E VINSON ✓		46749	01	16	15	1	400
FRANCES B THOMAS ✓		25352	01	10	15	1	400
WALTER M GRISSOM JR ✓		46455	01	14	35	1	400
HARRY C ROBINSON ✓		38058	01	21	15	1	400
DAPHNE M ROBINSON ✓		30077	03	21	15	1	200
JAMES A BUSBIN ✓		41359	01	08	15	1	400
CLOYD M CURTIS JR ✓		46060	01	07	15	1	400
ROSE MARIE TYLER ✓		44861	01	01	15	1	400
FRANK K MCCAIN ✓		31162	01	25	15	1	400
DELOUS SMITH ✓		43462	01	16	15	1	400
JAMES J BROOME ✓		20863	01	06	15	1	400
WM R MATTHEWS ✓		46764	01	11	15	1	400
JOHN A CORBETT ✓	FY	43866	01	13	15	1	400
WALTER M BEAR ✓		46866	01	23	15	1	400
THADIS OXENDINE ✓		42167	01	29	15	1	400
JAMES C HALE ✓		44368	01	20	15	6	2350
GRAHAM V GRIFFIN Reinst 9-24-54		11869	01	28	15	1	400
BERT A DANIELS ✓		46671	01	06	15	1	400
FRANK J TEAGUE ✓		46273	01	25	15	1	400
LEO R COOPER ✓		39473	01	02	31	1	400
THOMAS WILBURN FLYNN ✓		46475	01	14	15	1	400
OBIE W CADE ✓		16477	01	11	15	1	400

MODE CODES
1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES
01 - MSR
11 - MSR-PR
21 - MSRLD
05 - SS
15 - SS-PR
08 - SSR
18 - SSR-PR
07 - GA-SSR
20 - GA-SSR
30 - AV
34 - H
35 - P & SUPPL
36 - P & IND
31-36 - AUTO (REG)
40-42 - SSC
50-54 - LIFE
60-97 - SERIES 00 (LC)

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. 1 000

MO	DAY	YR	DAYS OF GRACE
09	00	54	

POLICY HOLDER	POLICY NUMBER			DAY DUE	DAYS OF GRACE	MODE	PREMIUM
	RA CODE	SERIAL	PLAN				
ORMAN P CREEL Rein. 9-21-54		21178	01	21	15	1	400
AGNES A FRANKLIN ✓		45878	01	21	15	1	400
EMERY S FRANKLIN ✓		45879	01	21	15	1	400
BERT WILLIAMS ✓		38079	01	18	15	1	400
GROVER A WILLOUGHBY ✓		46880	01	23	31	1	400
WILBUR O PRIDGEN ✓		27980	01	29	15	1	400
LOLA M MCDOWELL ✓		41382	01	04	15	1	400
HUBERT N SULLIVAN ✓		27384	01	13	15	1	400
JAMES F COVINGTON JR ✓		17785	01	26	15	1	400
SYLVIA M BRUNSON Reinst July 54		37885	26	12	15	1	125
LOIS T BRUNSON Rein. 10-4-54		37885	26	12	15	1	125
WILLIAM J BRUNSON Rein Oct 54		37885	26	12	15	1	125
JAMES R BRUNSON Rein 10-4-54		37885	01	12	15	1	400
MAE UPDYKE IRBY ✓		40886	01	08	15	1	400
WILLIAM P GRANT ✓		31886	01	02	15	1	400
JAMES S PITTMAN ✓		38086	01	01	15	1	400
WILL BARTON ROGERS ✓		46787	01	16	15	1	400
H C FALKENBERRY ✓		04790	01	15	15	1	400
JOHN J PARRISH ✓		46590	01	16	15	1	400
LEWIS C MURPHY		27890	01	24	31	1	400
JOHN B WALKER ✓		46591	01	16	15	1	400
ELVIE GIBBENS ✓		45993	01	28	15	1	400
HERMAN F WILKINS ✓		46394	01	16	15	1	400
FRED H PRATT ✓		31796	01	04	15	1	400
PURTELL PRATT ✓		31796	26	04	15	1	125
LILLIAN M PRATT ✓	O	31796	26	04	15	1	125
JAMES C OWINGS ✓		23997	01	17	15	1	400

X

MODE CODES
1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES
01 - MSR
11 - MSR-PR
21 - MSRLD
02 - SR
12 - SR-PR
03 - SSR
13 - SSR-PR
04 - EP
23 - EPLD
07 - OA-SR
09 - OA-SSR
30 - AV
34 - H
36 - F. S. SUPPL
38 - F. S. IND
31-38 - AUTO (RSS)
40-48 - SSC
50-54 - LIFE
60-67 - SERIES 60 (LC)

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COLON.. .L LIFE & ACCIDENT INSURANCE C. .PANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. 1 000

MO 09 | DAY 00 | YR 54 | DAYS OF GRACE

POLICY HOLDER	POLICY NUMBER BA CODE	POLICY NUMBER SERIAL	POLICY NUMBER PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
IVY V DIXON ✓		36497	01	27	15	1	400
FRANK O MAJEWSKI JR Rev. 10-54		37697	01	25	15	1	400
JOHN P FINCH ✓		32117	02	01	15	1	200
ANNIE B OBRIEN ✓		01821	02	05	15	12	2300
PAUL L LEWIS Rein 9-28-54		04634	24	09	15	1	300
PAUL L LEWIS "		31732	02	09	15	1	200
JESS H HEALY ✓		30238	02	19	15	1	200
GEORGE W BUSBEE Rein 9-17-54		04637	24	31	15	1	300
GEORGE W BUSBEE "		31757	02	31	15	1	200
JOHN E CARTEE ✓		29064	02	14	15	1	200
DR W L PRESSLEY ✓		06684	02	16	15	1	200
WILLIAM C SEARS ✓		03749	24	18	15	1	300
WILLIAM C SEARS ✓		24589	02	18	15	1	200
FRED M GOODSON ✓	0	16392	02	15	15	12	2300
GOTTLOB A LATHAN ✓		04680	24	29	15	1	300
GOTTLOB A LATHAN ✓		38093	02	29	15	1	200
KATIE B NOBLE ✓	0	28408	03	12	15	1	200
DANIEL O BERBERETTE ✓		38104	03	07	15	1	200
CATE C BARNETT ✓		27105	03	27	15	1	200
JOE C PARKER ✓		30507	03	08	15	1	200
IMOGEN J S STRANCH ✓		15582	03	17	15	1	200
MABEL L SMITH ✓		31733	26	04	15	12	1400
ALVIN RHODES ✓		32335	03	21	31	1	200
JAMES G STRANCH III ✓		29842	03	09	15	1	200
HAROLD IRVING NELSON ✓		30248	03	13	15	1	200
ROSA K CHEATHAM ✓		07949	03	16	15	1	200
X							

MODE CODES
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PLAN CODES
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03 - SSR
13 - SSR-PR
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09 - OA-SSR
20 - AV
24 - H
26 - P & SUPPL
28 - P & IND
31-38 - AUTO (REG)
40-43 - SSC
80-84 - LIFE
90-97 - SERIES 90 (LC)

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. 1 000

MO 09 | DAY 00 | YR 54 | DAYS OF GRACE

POLICY HOLDER	POLICY NUMBER: GA CODE	POLICY NUMBER: SERIAL	POLICY NUMBER: PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
BENJAMIN G PARKER JR	0	26850	03	03	15	6	1175
BETTY C BROWN		31754	03	11	15	1	200
LOUISE B COMER		29356	03	09	15	1	200
RAYMON ALLEN		32459	03	10	15	1	200
CLARENCE W DAVIS	0	25362	03	05	15	1	200
LEONARD J MACUNAS Rein. 10-11-54	FY	31566	03	21	15	1	200
SAM N RAMSEY		10669	03	12	15	12	2300
ERNEST MCJOYE JR		31974	03	19	15	1	200
DOROTHY M ALTMAN		32278	03	03	15	1	200
FREDDIE ALTMAN JR		32277	03	03	15	1	200
LUCILLE C SHANKLES		31780	03	22	15	1	200
CHRISTOPHER J WALKER		19781	03	16	15	1	200
ROBERT EDWARD CARTER		15900	05	13	15	1	1000
HARVEY G HILL		16000	05	25	15	1	1000
DONALD J KLINE		15706	26	20	15	1	125
LELAND G YEOMANS	0	11508	05	29	15	1	1000
ALLEN T HART		13809	05	17	15	1	1000
FRANK E MUSGROVE		16312	05	11	15	1	1000
DAVID B HARRELL		15617	05	12	15	1	1000
ROBERT B HAGAN		15618	05	10	31	1	1000
DR JOHN G TUTEN		01020	05	30	15	1	1000
JOHN H JOHNSTON		16024	05	28	15	1	1000
RUFUS B BROWN Rein. 9-23-54	0	07835	05	28	15	1	1000
MARCELLUS ALLISON		16337	05	24	15	1	1000
WILLIAM M CONERLY		15240	05	10	15	1	1000
ELAINE G CONERLY		15240	26	10	15	1	125
WM M CONERLY III		15240	26	10	15	1	125

MODE CODES
1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES
01 - MOR
11 - MOR-PR
21 - MORLD
02 - SR
12 - SR-PR
03 - SSR
13 - SSR-PR
05 - EP
25 - EPLD
07 - OA-SR
09 - OA-SCR
30 - AV
34 - H
26 - F G SUPPL
28 - F G IND
31-38 - AUTO (REG)
40-42 - SSC
50-54 - LIFE
90-97 - SERIES 90 (LC)

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. 1 000

MO 09 | DAY 00 | YR 54 | DAYS OF GRACE

POLICY HOLDER	POLICY NUMBER: GA CODE	POLICY NUMBER: SERIAL	POLICY NUMBER: PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
LORAN E TERRY		16350	05	23	31	1	1000
RAY TRIPP		16251	05	27	15	1	1000
EDWARD G KIRKLAND		12755	05	01	15	1	1000
PAUL A BURDETT		08358	05	02	15	1	1000
JAMES B LAMPLEY		01766	05	31	15	1	1000
MILTON P LEGRAND JR		15671	05	25	15	1	1000
VERNE MCLARTY		06275	05	24	31	1	1000
LOIS MCLARTY		06275	26	24	31	1	125
GEO A CANOLES		16275	05	03	15	1	1000
JAMES W RANDLE		04776	05	17	15	1	1000
GEORGE WILSON		07376	05	31	15	1	1000
FRED S LEE		08877	05	18	15	1	1000
ARTHUR C BRANYON Reinst 9-22-54		05078	05	27	15	1	1000
CARL B WIGGINS SR		15683	05	20	15	1	1000
DOYCE L MEDLIN		10194	05	08	15	1	1000
GEORGE M BRACK	0	04499	05	11	15	1	1000
STANMORE S LEE		01887	07	23	15	12	4600
HUBERT H LOWRY		02108	11	25	30	1	461
JOHN F AUSLAND		01875	11	12	30	1	734
PHILLIP C MORLINO		39707	21	06	15	1	525
EDWARD T MORLINO		39707	26	06	15	1	125
CHARLES F MORLINO		39707	26	06	15	1	125
FAYE B MORLINO		39707	26	06	15	1	125
RANDOLPH L NEWBY		39816	21	11	15	1	525
JOHN H WRIGHT		44919	21	16	15	1	525
WILLIAM D JONES		43921	21	04	15	1	525
OTTIS CARROLL		46623	21	28	15	1	525

MODE CODES
1 - MONTHLY
6 - SEMI ANNUAL
12 - ANNUAL

PLAN CODES
01 - MSR
11 - MSR-PR
21 - MSRLD
02 - SSR
12 - SSR-PR
03 - SSR
13 - SSR-PR
05 - SP
25 - SPLD
07 - GA-SR
09 - GA-SSR
20 - AV
24 - H
26 - P & SUPPL
26 - P & IND
31-38 - AUTO (REG)
40-42 - SSC
50-54 - LIFE
50-57 - SERIES 00 (LC)

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COLONIAL LIFE & ACCIDENT INSURANCE CO. .ANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. 1 000

MO 09 | DAY 00 | YR 54 | DAYS OF GRACE

POLICY HOLDER	POLICY NUMBER GA CODE	SERIAL	PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
HUNTLEY ROSE		43825	21	01	15	1	525
THOMAS B BELL Rein 9-27-54		44438	21	02	15	1	525
SPENCER HITT		44741	21	03	15	1	525
ARCHIE W MEEKS		46246	21	18	15	1	525
OXEN B PILGRIM		41654	21	19	15	1	525
VAN D MCCASKILL		40056	21	23	15	1	525
CLIFFORD LONG		45261	21	16	15	1	525
NORWOOD R BELCHER		46563	21	21	15	1	525
FRANCIS M BRIGHT		46667	21	29	15	1	525
PERRY DAVIS		46872	21	23	15	1	525
JOHN F SANDERSON		40285	21	10	15	1	525
EDWARD M PHILLIPS		34987	21	15	15	1	525
G FREDERICK FIELDS		38988	21	14	15	1	525
JAMES C KELLY		09304	25	26	15	1	1250
SAM W SILAS		13323	25	20	15	1	1250
SAM W SILAS JR		13323	26	20	15	1	125
MRS GENAVINES SILAS	0	13323	26	20	15	1	125
WILEY C WALTER Rein. 9-17-54		14027	25	15	15	1	1250
JERRY L KEITH		15468	26	16	15	1	125
PHYLLIS J KEITH		15468	26	6	15	1	125
HAZEL P KEITH		15468	26	6	15	1	125
JOSH ED KEITH		15468	25	16	15	1	1250
CHARLES E WILLIAMS Rein. 10-7-54		16268	25	28	15	1	1250
NORMAN E SEMONES		16075	25	08	15	1	1250
FRANKLIN M DEW		11380	25	03	15	1	1250
HARRY GOGGANS		15789	25	10	15	1	1250
JAMES E BRAXTON		15693	25	14	15	1	1250

MODE CODES
1 - MONTHLY
6 - SEMI ANNUAL
12 - ANNUAL

PLAN CODES
01 - MGR
11 - MGR-PR
21 - MGRLD
02 - SR
12 - SR-PR
03 - SGR
13 - SGR-PR
05 - EP
25 - EPLD
07 - OA-SR
09 - OA-SGR
20 - AV
24 - H
26 - F G SUPPL
28 - F G IND
31-38 - AUTO (REG)
40-42 - SSC
50-54 - LIFE
90-97 - SERIES 90 (LC)

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. 1 000

MO	DAY	YR	DAYS OF GRACE
09	00	54	

POLICY HOLDER	POLICY NUMBER GA CODE	SERIAL	PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
HARRY I CLARK		16298	25	17	15	1	1250
DIANN S THOMAS		03084	26	16	31	1	125
DONALD J THOMAS		03084	26	16	31	1	125
CLARENCE W THOMAS		03084	26	16	31	1	125
ELSIE C THOMAS		03084	26	16	31	1	125
SARA V SIVLEY		02896	26	01	15	1	125
CHARLES F SIVLEY		02896	26	01	15	1	125
DAVID H LOONEY		02897	26	01	15	1	125
BESSIE M LOONEY		02897	26	01	15	1	125
CAROLYN F LOONEY		02897	26	01	15	1	125
PANSY M EZELL	FY	02828	28	14	31	1	150
JAMES NEWTON BOWEN		17501	35	05	30	12	575
SHELBY N WEEKS		37705	40	29	00	12	300
JAMES F ARRANDS		56008	40	29	00	12	300
SYLVIA PITTS		55517	40	14		12	300
JEYNE FENNELL		57426	40	22		12	300
THELMA R HERREN		33127	40	21		12	300
MARLIN H BOWEN		33130	40	29		12	300
BETTY C BOWEN		33131	40	29		12	300
BOBBIE G BOWEN		33132	40	29		12	300
DAVID D JOHNSON		55832	40	11		12	300
CAROLYN F BOWEN		33133	40	29		12	300
JOHNNY L GRAY		33137	40	29		12	300
JAMES K WHITE		33143	40	23		12	300
CAROLYN S LAWRENCE		33148	40	14		12	300
JERRY D LAWRENCE		33149	40	14		12	300
BILLY C MERRITT		51454	40	07		12	300

MODE CODES
1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES
01 - [illegible]
11 - [illegible]-PR
21 - [illegible]
[illegible]
15 - [illegible]-PR
03 - [illegible]
13 - [illegible]-PR
[illegible]
[illegible]
07 - [illegible]
09 - OA-[illegible]
20 - AV
24 - H
26 - F.G. SUPPL
28 - F.G. IND
31-38 - AUTO (REG.)
40-42 - SSC
50-54 - LIFE
60-67 - SERIES 90 (LC)

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. 1 000

MO	DAY	YR	DAYS OF GRACE
09	00	54	

POLICY HOLDER	POLICY NUMBER GA. CODE	SERIAL	PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
JERRY LINDSEY		51456	40	22		12	300
MARY LEE SMITH		33156	40	11		12	300
KENT LINDSEY		51457	40	22		12	300
BILLY SMITH		33157	40	11		12	300
RONNIE LAMM		51458	40	22		12	300
PATRICIA SMITH		33158	40	11		12	300
LINDA WELLS		51459	40	25		12	300
SHANNON WALDROP		33159	40	22		12	300
JAMES A WELLS		51460	40	25		12	300
THOMAS E BRYANT did not [illegible] Allie 11-16-54		33160	40	22		12	300
JERRY A WELLS		51461	40	25		12	300
BETTY L SELMAN		33164	40	27		12	300
JOAN ODELL		33167	40	30		12	300
WILLIAM P HODGES JR		51777	40	05		12	300
CARLOS J FLOWERS		51779	40	18	00	12	300
BRENDA J NEWMAN		33281	40	27	00	12	300
THOMAS M SMITH		56081	40	19		12	300
OWEL NEWMAN		33282	40	30	00	12	300
JANICE SMITH		56082	40	19		12	300
ARMOND NEWMAN		33283	40	30	00	12	300
SARA V DYKES		56084	40	20		12	300
CHARLES E AMERSON		56086	40	20		12	300
EVA J SMOTHERS Reinst 9-20-54		33287	40	29	00	12	300
JASON B JARRARD		56088	40	21	00	12	300

MODE CODES
1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES
01 - MSR
11 - MSR-PR
21 - MSRLD
02 - SR
12 - SR-PR
03 - SSR
13 - SSR-PR
05 - SP
25 - SPLD
07 - OA-SR
09 - OA-SSR
20 - AV
24 - H
26 - F G SUPPL
28 - F G IND
31-38 - AUTO (REG)
40-42 - SSC
50-54 - LIFE
90-97 - SERIES 90 (LC)

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. 1 000

MO. 09 | DAY 00 | YR 54 | DAYS OF GRACE

POLICY HOLDER	POLICY NUMBER GA. CODE	POLICY NUMBER SERIAL	POLICY NUMBER PLAN	DAY DUE	DAYS OF GRACE	MODE	PREMIUM
CICERO J JARRARD JR		56089	40	21	00	12	300
HAROLD J HORNE JR		56090	40	21		12	300
LUANNE DUGGAN		56091	40	21		12	300
CHARLES R DUGGAN JR		56092	40	21		12	300
FREDDIE K DUGGAN	OK Ellie	56093	40	21		12	300
JERRY H FLOYD		56098	40	06	00	12	300
BUNNIE D BERRYHILL		37998	40	17		12	300
CHARLES E ARNETT		07358	41	12	00	12	300
CLAUDETTE SIMS		10855	41	23	00	12	300
JOHN W ROSS		10858	41	21		12	300
PEGGY H ROSS		10859	41	21		12	300
CHERYL E HARRIS	OK Ellie	10860	41	21	00	12	300
EVA R CARROLL		03942	41	17	00	12	300
HARRY E BATTS		10895	41	2	00	12	300
BOBBY SIMCOX		18001	42	13		12	200
JEAN BUNN		17402	42	12		12	200
FAYNELLE RICKEY		11010	42	09		12	200
FRANCES FITE		14911	42	16		12	200
JIMMIE FITE		14918	42	16		12	200
JOE B THORNTON		13714	42	09		12	200
VIVIAN SPINKS		13716	42	10		12	200
GAIL E LANCASTER		15023	42	28		12	200
STANLEY M LANCASTER		15024	42	28		12	200
ERNEST ARMSTRONG III		18025	42	20		12	200

MODE CODES
1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES
01 - MSR
11 - MSR-PR
21 - MSRLD
02 - SR
12 - SR-PR
03 - SSR
13 - SSR-PR
05 - EP
25 - EPLD
07 - OA-SR
09 - OA-SSR
20 - AV
24 - H
26 - F G SUPPL
28 - F G IND
31-38 - AUTO (REG)
40-43 - SSC
50-54 - LIFE
90-97 - SERIES 90 (LC)

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COLONIAL LIFE & ACCIDENT INSURANCE COMPANY

LIST OF LAPSED POLICIES

(INDIVIDUAL ACCIDENT AND LIFE INSURANCE POLICIES)

AGENTS NAME

AGENTS NO. I 000

MO	DAY	YR	DAYS OF GRACE
09	00	54	

POLICY HOLDER	POLICY NUMBER			DAY DUE	DAYS OF GRACE	MODE	PREMIUM
	OA CODE	SERIAL	PLAN				
GENE F ARMSTRONG		18026	42	20		12	200
BOYCE D ROBBINS		05239	42	14	00	12	200
JULIA F WRIGHT		14066	42	08		12	200
EDGAR UNDERWOOD III		17373	42	09		12	200
ELAINE W UNDERWOOD		17374	42	09		12	200
JOHN S MOORER		13879	42	31		12	200
SANDRA A FLAKE		06582	42	14	00	12	200
HENRY P HUFHAM		00243	43	12	00	12	500
E G WARREN SR		02153	54	19	31	1	817
ROBERT K MCGREGOR		05719	82	20	31	3	600
GEORGE A THARPE	MB	03326	82	02	31	3	600
HERBERT D WHITE		05464	82	06	31	12	2300
JANET C WHITE		05465	82	09	31	12	2300
HAROLD E WATKINS		04766	82	20	31	12	2300
BETTY J WHITE		05466	82	09	31	12	2300
ELBERT L JACKSON		05483	82	21	31	3	600
JAMES A BOYKIN		05887	82	11	31	6	1175 284

MODE CODES

1 - MONTHLY
6 - SEMI-ANNUAL
12 - ANNUAL

PLAN CODES

01 - MSR
11 - MSR-PR
21 - MSRLD
02 - SR
12 - SR-PR
03 - SSR
13 - SSR-PR
05 - EP
25 - EPLD
07 - OA-SR
09 - OA-SSR
20 - AV
24 - H
26 - F G SUPPL
28 - F G IND
31-39 - AUTO (REG)
40-42 - SSC
50-54 - LIFE
90-97 - SERIES 90 (LC)

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I, Louis N. Averyt, Secretary of Colonial Life & Accident Insurance Company, a corporation, do hereby certify that the foregoing photostats, identified by my signature, have been compared by me with the original record of the Company, and that the said photostats are true and correct copies of such original records.

LOUIS N. AVERYT,
(Louis N. Averyt),
Secretary.

(Seal)

(Item 9, sheet 1.)

59

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY
COLUMBIA, S. C.

The monthly premium on the insurance contract below will become due on the date shown.

POLICY NUMBER
07376

DUE DATE
July 31, 1954

AGENCY Z. T. Morris

$10.00 PREMIUM
Series of 12 checks enclosed

PREMIUM NOTICE

Mr. George Wilson
P. O. Box 145
Opp, Alabama

PLEASE RETURN THIS NOTICE WITH CHECK SERIES

Dear Policyholder:

The last of your series of checks in the amount of $ 10|00 each covering the monthly premiums on the above policy has been deposited. We are enclosing herewith a new series of checks for you to sign and return to this office, thus assuring that your policy will be kept in force for another twelve months period. We appreciate very much your placing a part of your insurance with our Company. If we can be of service in any way, be sure to let us know.

J Bolighter Judy
TREASURER

OPTIONAL PREMIUM PAYMENTS

If you prefer not to continue using the check plan as outlined above for the payment of your premium, the premium can be paid on the following basis:

Annual Premium $ 120|00 Semi-Annual Premium $ 60|00

Checks, Drafts and Money Orders should be made payable to COLONIAL LIFE & ACCIDENT INSURANCE COMPANY.

YEARLY INCREASE IN BENEFITS

The Benefits payable in case of Death or Dismemberment increase with each consecutive annual renewal of your Policy until fifty percent has been added, subject to reduction at age sixty-five. Timely payment of the Premium now due will protect your right to these valuable Benefits. The Death and Double Dismemberment Benefits under Section One of your policy are now

$ and will increase $

when the complete annual premium for the current policy year has been paid. These increased Benefits will then be $

THE BEST BARGAIN IN INSURANCE IS THE POLICIES YOU NOW HAVE IN FORCE

BE SURE YOUR PROTECTION IS IN FORCE WHEN YOU NEED IT

59

Item 9, Sheet 2.)

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY
COLUMBIA, S. C.

REMINDER OF PREMIUM PAST DUE

POLICY NUMBER [illegible]

DUE DATE July 11, 19[illegible]

AGENCY [illegible]

[illegible] PREMIUM
Series of 12 checks enclosed

REMINDER
THE GRACE PERIOD ON THIS POLICY WILL EXPIRE
DAYS AFTER DUE DATE
MAIL YOUR CHECKS TODAY

[illegible]

PLEASE RETURN THIS NOTICE WITH YOUR CHECKS

Dear Policyholder:

The last of your series of checks in the amount of $ [illegible] each covering the monthly premiums on the above policy has been deposited. To date we have not received the new series of checks which were sent to you in the past few days. By signing and returning these checks today you can be assured that your future is protected. If these checks have already been mailed please disregard this notice.

[illegible]
TREASURER

OPTIONAL PREMIUM PAYMENTS

If you prefer not to continue using the check plan as outlined above for the payment of your premium, the premium can be paid on the following basis:

Annual Premium $ [illegible] Semi-Annual Premium $ [illegible]

Checks, Drafts and Money Orders should be made payable to COLONIAL LIFE & ACCIDENT INSURANCE COMPANY.

PROTECT YOUR FUTURE BY PAYING THIS PREMIUM TODAY

YEARLY INCREASE IN BENEFITS

The Benefits payable in case of Death or Dismemberment increase with each consecutive annual renewal of your Policy until fifty percent has been added, subject to reduction at age sixty-five. Timely payment of the Premium now due will protect your right to these valuable Benefits. The Death and Double Dismemberment Benefits under Section One of your policy are now

$ and will increase $

when the complete annual premium for the current policy year has been paid. These increased Benefits will then be $

THE BEST BARGAIN IN INSURANCE IS THE POLICIES YOU NOW HAVE IN FORCE

60

70

(Item 9, sheet 3.)

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY
COLUMBIA, S. C.

POLICY NUMBER
07376

DUE DATE
July 31, 1954

AGENCY
L. T. Murphy

$10.00 PREMIUM
Series of 12 checks enclosed

DANGER
GRACE ALMOST GONE
THE GRACE PERIOD EXPIRES
DAYS AFTER DUE DATE
FINAL NOTICE

Mr. George Wilson
P. O. Box 245
Opp, Alabama

PLEASE RETURN THIS NOTICE
WITH YOUR CHECKS

Dear Policyholder:

The last of your series of checks in the amount of $ 10 00 each covering the monthly premiums on the above policy has been deposited. Some time ago we sent you a new series of checks to be signed. To date we have not received those checks. In case those checks have been lost we are enclosing another series. Please sign and return these checks in the enclosed envelope. Please do this immediately as the grace period on your policy has almost expired. If you have already mailed a series of checks on this policy please disregard this notice.

J Clifton Judy
TREASURER

OPTIONAL PREMIUM PAYMENTS

If you prefer not to continue using the check plan as outlined above for the payment of your premium, the premium can be paid on the following basis:

Annual Premium $ 120 00 Semi-Annual Premium $ 60 00

Checks, Drafts and Money Orders should be made payable to COLONIAL LIFE & ACCIDENT INSURANCE COMPANY.

IMPORTANT - SEE OTHER SIDE

YEARLY INCREASE IN BENEFITS

The Benefits payable in case of Death or Dismemberment increase with each consecutive annual renewal of your Policy until fifty percent has been added, subject to reduction at age sixty-five. Timely payment of the Premium now due will protect your right to these valuable Benefits. The Death and Double Dismemberment Benefits under Section One of your policy are now

$ and will increase $

when the complete annual premium for the current policy year has been paid. These increased Benefits will then be $

THE BEST BARGAIN
IN INSURANCE
IS THE POLICIES
YOU NOW HAVE
IN FORCE

Q. And the only way in the world that your company could cancel this policy, if George Wilson did not want to cancel it, would be if he failed to pay you the premiums, is that correct?

A. Yes, sir.

Q. That would be an action on his part, or a lack of action, and nothing you could do.

A. That is right.

Q. Mr. Judy, I believe I understood you to say, before lunch, that this policy calls for monthly payments.

A. This particular policy is issued on a monthly basis, or semi-annual basis, or annual, depending on the method of premium payments.

Q. Now, when you send the 12 checks through the mail, as you say you did for Mr. George Wilson, with this notice that you have said that you sent to Mr. George Wilson, or one just like it, did you teli Mr. George Wilson for your company that we are enclosing herewith a new series of checks for you to sign and return to this office, thus assuring this policy will be kept in force for another 12 months period.

Mr. Baker:

We object, to as repetitious.

Mr. Hobbs:

He testified that these checks had to be cashed, individually, month by month, in order for those checks to constitute payment. And we think on the basis of that examination by Mr. Baker and his statements, we are certainly entitled to show by this receipt he has stated to the insured that when the 12 receipts are sent to the company, whatever that language is, I don't want to try to mis-state that, but we

think they ought to bring that out from this witness afer the statements made by Mr. Baker.

Mr. Tipler:

I will show you the second notice, you say you sent to Mr. Wilson, or one just like it?

Mr. Baker:

We objec to repetition.

The Court:

Overruled.

Mr. Tipler:

Don't you say to Mr. Wilson, or any policy holder, of your Company, don't you tell him this: "By signing and returning these checks today you can be assured that your future is protected?"

A. We do.

Q. That is what you tell him, isn't it?

A. Yes, sir.

Q. Don't you tell him too, that if the checks have already been mailed to please disregard this notice?

A. We do.

Q. Did you not admit that your Company asked for and directed policy holders like this, to use the United States mail to send these checks, and you would accept them as payment?

A. In the normal course of business we would accept them. Of course we would accept them as payment when paid by his bank.

Q. Is there anything in this notice that you sent to the policy holder, or George Wilson, that the total here was not to be paid until it cleared the bank?

COLONIAL LIFE & ACCIDENT INSURANCE COMPANY writes Life Insurance as well as Accident Insurance, we would be pleased to have the opportunity to explain our valuable and unusual plans. If you are interested merely complete the schedule below.

Gentlemen: I am interested in having further details of your Life Insurance plans.

Yours very truly,

Name

Address

A. Not in the notice.

Q. Is there anything in the policy that says that, which you sold to George Wilson.

A. In the insurance clause we say: "In consideration of payment for a given premium."

Q. That is all it says, and it doesn't say anything in there that you have to wait until the check clears, does it?

Mr. Baker:

That is recognized as a rule of law, if the Court please, we object.

The Court

Sustained.

Mr. Tipler:

Did I understand you to tell this jury, Mr. Judy, and listen close because I think this is what you said; if I am wrong please correct me: That even if George Wilson sent those checks and even if you got them, that he wouldn't be protected until after you had put them in the bank and cashed them. Is that what you said?

A. I did.

Q. That is what you want the jury to believe; that if you, of your own volition decided not to deposit those checks that you had a right to do that and thus cancel his policy?

Mr. Baker:

I object.

The Court:
I sustain that objection.

Mr. Tipler:
On this notice you sent, did you have a provision that each year there are increased benefits that accrue from this policy which should be kept in force.

A. Not this policy.
Q. Didn't you state that you sent George Wilson one like this?
A. No. If I did I will have to check the records—
Q. Do you want to change your testimony that you did not send these and that these are not correct records, do you want to change it.

Mr. Baker:
We object, and move to exclude that.

Mr. Tipler:
Well, let me ask you this: Are these correct records that you have testified to yesterday. All these records, are they all correct?

A. I would have to check the records in this case.
Q. Now, you are having to check the records. Well, you tell him that this policy is accumulative, don't you?
A. No, sir, not on a policy of this kind. We have certain policies that do have cumulative features.
Q. When you answered this question for Mr. Baker, you included that as part of it, as being part of the notice that you sent to George Wilson, did you not?
A. I might momentarily have overlooked that phase of it.

Q. Is it your testimony, too, that even if you cashed these checks, that the company cashed these checks, assume the company cashed them and assume that they cleared the bank, is it your company's contention that such is not payment and that the policy is not in force?

A. If we deposited the check and it was cashed and it was paid, then certainly the policy would be in force for a month, for that month.

Q. And if that were so, then it would be your testimony as an officer of the company that this premium had been paid?

A. For that particular month, yes.

Q. And it would be binding on your company?

A. Yes.

Q. No further questions.

The Court:

Are there any re-direct examination?

Mr. Baker:

No, sir. We reserve the right to call Mr. Judy in rebuttal.

Testimony of Myrtle Wilson; Omitted from the Printed Record, copied at pages 1, et seq.

* * * * * * * *

Mr. Tipler:

We will let you go back to the room and call Mrs. Sara Ethel Wilson first.

Q. Mrs. Wilson take the stand. You are Mrs. Sara Ethel Wilson?

A. Yes.

Q. You have previously testified in this case, and you are the plaintiff in this case?

A. Yes, sir.

Q. Mrs. Wilson in the latter part of July—

Mr. Baker:

We object to leading.

The Court:

Sustained.

Mr. Tipler:

Mrs. Wilson, I will ask you did you or did you not witness the signing of the 12 checks in the summer of 1954?

Mr. Baker:

We object to leading.

The Court:

Overruled.

A. I did.

Q. When was that?

A. It was in the latter part of July, 1954.

Mr. Baker:

To save time may we have an objection and exception to all of this testimony relating to payment of premiums other than as provided for in the policy.

The Court:

No, you may object and the Court will rule on it.

Mr. Tipler:

Where was it?

A. At the car lot in Opp, Alabama.

Q. Who was present?

A. My mother-in-law and George and me, and Tobe Adams and Bill Cauley.

Q. Now, by George you mean George Wilson?

A. Yes.

Q. What did he do?

A. He signed some checks.

Q. Did you actually see him sign those checks?

A. Yes.

Q. Now, these checks that were signed, do you know where they came from?

A. They came from the Colonial Life and Accident Company.

Q. Do you know how they came to you?

A. They were mailed.

Q. Did you get them in the mail?

A. I always would get the mail and open the mail and then George would look it over.

Q. Now, these particular checks you refer to, did you actually get them out of the envelope or open the envelope when it came.

A. Yes, sir. I got them out and I called George to sign them and mail them. He didn't do it right off-hand, it was a few days before he signed them.

Mr. Baker:

We object to what he did, and move to exclude the answer.

The Court:

You say you saw him sign the checks?

A. Yes, sir.

The Court:
Overruled.

Mr. Tipler:
With those checks did a notice similar to this one come with them? I am referring to item No. 1. Sheet 1.

A. Yes, sir.
Q. But you are not positive as to the exact wording?
A. No, not positive.
Q. Mrs. Wilson, approximately how many days, after you say you received these checks in the mail was it before George actually signed them?
A. I couldn't say actually how many days. It was a mighty few days. Because we never neglected them long. We usually got them off.

Mr. Baker:
We object.

The Court:
Sustain that objection as to what they usually did.
A. I would say three or four days.

Mr. Tipler:
Q. Now, was anything said, at the time these checks were signed in 1954 which you testified about, was anything said in connection with the checks?

Mr. Baker:
We object.

The Court:
Sustain the objection.

Mr. Tipler:

Mrs. Wilson, I will show you a series of checks that have been introduced in evidence which were signed by George Wilson Motors and some by just George Wilson. They have been introduced in evidence for the record marked Plaintiff's Exhibit No. 14. Have you seen these checks before?

A. Yes, sir.

Q. Where did you see them before?

A. In the office in Opp, Alabama.

Q. Now, Mrs. Wilson did these checks that came in 1954, were they checks that had already been filled out except as to the signing of them?

A. Yes, sir.

Q. Did they have the dates on them and all that?

A. Yes, sir.

Q. You actually looked at the checks, is that right?

A. Yes, sir.

Q. At this time, Mrs. Wilson, what, if anything, did you do?

A. I asked George to sign the checks.

Mr. Baker:

We object to any conversation.

The Court:

You can't testify as to what you asked him to do.

Q. I am speaking of the day he actually signed the checks, what, if anything, did you do?

A. He signed the checks and I mailed them.

Q. Where did you mail them?

A. In a post office box about two doors from the office.

Mr. Baker:
We object to the mailing of the checks on the grounds it is not in the provisions of the policy and contract.

The Court:
Overrule the objection.

Mr. Baker:
We except.

A. I mailed them there in the P. O. Box two doors from the car lot, and I put them in the box.
Q. That is one of these regular U. S. Mail boxes they have on the corner?
A. Yes.
Q. Was the envelope addressed to the company?

Mr. Baker:
We object.

The Court:
Sustained.

Mr. Tipler:
Where was it addressed to?

A. To Colonial Life and Accident Company, at Columbia S. C.
Q. Was it in a Wilson Motor Company envelope?
A. Yes, sir.
Q. Did you put postage on it?
A. I put a three cent stamp.
Q. Mrs. Wilson, I will ask you to go back prior to 1954, the year before and the year before that. Do you know how these premiums were paid?

A. The same way. In other words, he signed 12 checks and I mailed them and they came in each month.

Q. Now, do you get the bank statement each month?

A. No, sir. I do not.

Q. Who gets the bank statements?

A. The bookkeeper.

Q. Where does she work?

A. She has an office up town.

Q. Just for your Company?

A. No, sir, she works practically for everybody in town.

Q. You or your husband would get the checks from the bank?

A. No, generally, no, sir. I did not get them.

Q. Mrs. Wilson, after your husband's death where did you find this original policy, if anywhere?

A. I found it in a folder where we keep our important papers in the safe.

Q What, if anything, did you do with it?

A. I did not look for the policy until Mr. Morris came over and brought me a clipping out of the paper.

Q. Is that Mr. Morris the Agent of the Company?

A. Yes, sir.

Q. Did he make any statement to you?

A. Yes, sir.

Mr. Baker:

We are going to object to any statement by Mr. Morris.

The Court:

Sustain that objection as to any statement that Mr. Morris made.

Mr. Tipler:
With reference to the time, I believe you said it was after the funeral?

A. Yes, sir.
Q. Now, when was the funeral?
A. It was on the 29th.
Q. You say you had a discussion, who was present?
A. Bill Cauley, a salesman, and Tobe Adams, another salesman, and myself.
Q. Now, what if anything, did Mr. Morris, the agent of this Insurance Company, do?
A. He was the salesman of the policy.
Q. What did he say on that occasion and in the presence of these witnesses?

Mr. Baker:
We object.

The Court:
Sustain that objection.

Q. At that time did you give Mr. Morris any information about the policy?
A. I did. I gave him the number and told him.

Mr. Baker:
We object to giving him information.

The Court:
Sustain the objection, as to any statements made by Mr. Morris. That is excluded, gentlemen, you won't consider that as testimony.

Mr. Tipler:
Where she said she gave him the number of the policy is not excluded.

The Court:
That is right, only the statement made by Mr. Morris.

Mr. Tipler:
After you gave this information to Mr. Morris o' the day after the funeral, when was the next you heard anything in connection with this policy?

A. In about two weeks Mr. Morris wrote a letter to me on the policy, that it had lapsed?
Q. What did you do then?
A. I go right straight and call the bookkeeper and told her to start checking.
Q. Who was that?
A. Velma Campbell.
Q. You told her to start checking where did you go?
A. Up to her office. I telephoned her that I would meet her at her office.

Mr. Baker:
I object to the ma'eriality.

Mr. Tipler:
During the years that you had this policy with this insurance company, I believe you testified 12 checks would be sent in each year. Have they ever sent you back any kind of receipt?

Mr. Baker:
We object to that, she is not the policy holder.

The Court:
You may ask her if she saw one.

Mr. Tipler:
Have you ever seen one?

A. I never have seen one.
Q. At your place of business there, did you work with your husband?
A. Yes, sir.
Q. Did you work part time or all the time?
A. All the time.
Q. Did you customarily handle all the mail?
A. I handled all the mail.
Q. And you have never seen such a receipt as this?
A. No, sir. I never have.

Your witness.

—Cross Examination.

Mr. Baker:
Q. Mrs. Wilson, I will ask you if you haven't testified before about this case?
A. Yes, sir.
Q. You were examined by me on the 1st day of February, last, were you not?
A. Yes, sir.
Q. I will ask you if you didn't testify before that you didn't know when those checks were mailed?
A. Yes, I have been thinking about it since.
Q. You have been thinking about it constantly since February 1st, and now you have come up with remembering that they were mailed in the latter part of July?

A. Yes, sir.

Q. But, you did testify, when I first examined you that you did not know when they were mailed, didn't you?

A. I believe I said the latter part of July.

Q. You testified before as to the envelopes those checks were sent in?

A. I told you I didn't remember before, but since then I have been thinking a lot about it, about the color of them.

Q. Now, what color do you think it was?

A. I think it was white.

Q. You still say it was white. I will ask you if on the 1st of February you didn't make the following answers; in response to the following question: "Question: Who addressed the envelope?" Answer: "I believe it was a self-addressed envelope." "I might have addressed it. I never send out anything without a return address." Now, was that envelope a self-addressed envelope or did you address it?

A. I have been thinking about it myself, and I have talked with the ones that were in the office at the time, and it came to me that I addressed it myself.

Q. You have all been talking it over.

A. No, not just about the envelopes, we have been talking about the things since I got the letter from Mr. Morris.

Q. Now, you have all got together on the story?

A. No. I have been trying to remember it, and what happened.

Q. Had you talked it over before I examined you on February 1st?

A. Not about the envelope. We had about the checks.

Q. Isn't it a fact, that with that series of checks there was a self-addressed envelope that came with them?

A. If it did, I did not use it.

Q. Can you state whether or not such an envelope was present when you received the checks.

A. I wouldn't say it was.

Q. Would you say that it was not?

A. I wouldn't say it was.

Q. Did you personally open the letter that those checks were in?

A. Yes, sir.

Q. And you don't know now, whether there was an envelope in there or not?

A. No.

Q. Did you personally open all mail that came to Mr Wilson?

A. Yes.

Q. And you say you handled his correspondence?

A. Most of it or the bookkeeper did.

Q. I do not understand you.

A. Anything that had to be typed up I didn't. I only handled what did not have to be typed up.

Q. You only handled the correspondence that could be handled in longhand?

A. Yes, sir.

Q. You do not type?

A. No, sir.

Q. You do not take shorthand?

A. No.

Q. And you do not do bookkeeping?

A. No.

Q. And yet you worked regularly at Wilson Motor Company?

A. Yes, sir.

Q. What were your hours, Mrs. Wilson?

A. From about 9:00 in the morning until closing time in the afternoon.

Q. What time would closing time be?

A. Well about 7:00 usually.

Q. Now, what were your duties there?

A. Just to answer the telephone, and just general things I could do, get the forms, and I called up the bookkeeper, and I looked after calls that came in and handled the monthly bills, I paid them by check.

Q. And you were there from 9:00 until 7:00?

A. Yes.

Q. Now, Mrs. Wilson, what other policies of life insurance did your husband have, or accident insurance or other policies?

A. He had a policy with the Woodmen, and Gulf Life policy.

Q. What sort of premium notices did your husband get from the Woodmen?

A. I don't recall them, I did not have to think about them.

Q. What was the language of those notices?

A. I don't know about it, he paid them once a year.

Q. What sort of premiums receipts would the Woodmen send you?

A. I don't recall.

Q. What is your best recollection of the language in the receipt the Woodmen sent you for the premium?

A. I tell you I have not been thinking about it. When I got this letter I began thinking about this one, from this company.

Q. What sort of a notice would the Gulf Life send you?

A. The Gulf Life collected in the office and marked the card.

Q. You paid them in cash?

A. Yes, sir.

Q. What was the language of the receipt the Gulf Life gave you?

A. He has a receipt card that he marks up.

Q. And what did that receipt card say?

A. I don't remember, didn't even read it, it was just marked "Paid."

Q. You never read that.

A. All I know it is marked "Paid such and such a day."

Q. Did you ever read the receipts that the Colonial Life sent you?

A. No, sir.

Q. Did you ever read the notices the Colonial Life sent you?

A. No, sir, nothing except when it was time to send notices.

Q. What other time did they send you any notices?

A. Just one time, the last time is the only time I remember it.

Q. The only time you remember is the last time?

A. Yes.

Q. Then you didn't read any notices or any things that came in from the Colonial before 1954, July of 1954, did you?

A I wouldn't say I read them. I knew that George signed the checks and I mailed them.

Q. You know that George signed the checks and you mailed them every year?

A. Yes.

Q. But before 1954, you didn't read the stuff that came in from the Colonial any more than you didn't read the stuff that came in from the Gulf, or the Liberty, did you?

A. If there was a notice with the checks I must have read it.

Q. Well, didn't you read the notice that came in from Liberty?

A. They collected in the office, the Liberty National and the Gulf both collected in the office.

Q. But they both gave you receipts, didn't they?

A. They have cards there they mark paid.

Q. Didn't they leave you any other kind of receipt?

A. No, sir.

Q. They didn't leave that with you?

A. I usually marked the card, I usually paid Liberty National by check and they marked the card paid until a certain date.

Q. As a matter of fact, Mrs. Wilson, you didn't pay any attention to any of these things up until the time you found out this policy had lapsed, did you?

A. I did not think about it until I got the letter and I have been thinking of nothing but that since.

Q. You have been thinking about nothing but the policy.

A. I have tried to remember everything.

Q. So you have had to go back and remember all these things. Can you tell us what day you paid the premium on the Liberty policy?

A. No, sir.

Q. You couldn't remember back on that?

A. I am not thinking of that date.

Q. Could you tell us what day you paid the premium on the Gulf policy?

A. No.

Q. Do you pay your own bills by check?

A. Yes, sir.

Q. Can you remember back and tell us what day you paid any of your personal bills a year ago?

A. The only thing I can remember is that we always tried to pay our bills from the 1st to the 10th.

Q. Have you an independent recollection of mailing any other letter that you ever mailed except this?

A. I mailed them. I can recall mailing out the monthly bills.

Q. Do you have an independent individual recollection of mailing any other letter besides the letter with those checks in it?

A. I don't have any certain letter in mind now.

Q. Out of all the letters that you have mailed in your life, this is the only one that you remember independently putting in that Post Office box?

A. I remember that I put letters in there practically every day.

Q. Now, I will ask you if I didn't ask you before: "When was the last time you mailed the premium on the Woodmen's policy?" "I just couldn't tell you anything about this policy. I don't remember." Question: "When was the last time you mailed the premiums on the Gulf policy of Jacksonville?" "I couldn't remember that either." "When was the last time you mailed the premiums on the Liberty National policy?" "I don't remember." "Can you tell what other correspondence you mailed in July?" "No, sir. I can't tell you." "You have no recollection of mailing any other document in July except this series of checks?" "No, sir." "Do you recall what correspondence you mailed in the month of August, of 1954?" "No, sir." "Can you tell us what correspondence you mailed in the month of June, 1955?" "No, sir." "Can you tell us what correspondence you mailed in the month of July, 1955?" "No, sir." "The only correspondence you have any recollection of mailing is the correspondence of these envelopes containing these

twelve checks involved in this case?" "Yes, sir." Did you make those answers in response to those questions?

A. Yes, sir.

Q. And this is the only letter you ever remember mailing, isn't it?

A. I have been thinking about it since you asked me these questions.

Q. Can you tell us now when you mailed the premiums to the Liberty National policy?

A. I did not mail them, they collected in the office.

Q. You now say that that was paid in cash?

A. Yes, sir.

Q. And you now say that you addressed the envelope yourself rather than using a self addressed envelope?

A. Yes, sir.

Q. Mrs. Wilson, I will ask you to describe the size envelope that you mailed those checks in?

A. It is a long business envelope with Wilson Motors on it.

Q. And you addressed that envelope yourself?

A. Yes, sir.

Q. What street address did you put on it?

A. I don't know. I put Colonial Life and Accident Company, Columbia, S. C.

Q. Mrs. Wilson, are you sure you didn't put Columbus, Georgia, or Columbus, Ohio?

A. No.

Q. And you can't remember the street that you addressed it to?

A. No, sir.

Q. You say you put three—three cent stamps on it?

A. Yes, sir.

Q. Did you weigh the letter before you mailed it?

A. No, sir, I just wanted to make sure it got there.

Q. And you put 9 cents in postage on it?

A. Yes, sir.

Q. Mrs. Wilson, did you work on a salary for Wilson Motors?

A. No, I did not. I just took what I needed, I just wrote a check out for what I needed.

Q. Did you ever have a Social Security number?

A. No, sir. My husband did but I did not.

Q. You didn't have a Social Security number and you didn't have a salary, in other words you were not paid at all for your services there?

A. No.

Q. Mrs. Wilson, was there anything in the incoming envelope with the checks, except the checks and the notice?

A. That is all I remember.

Q. Now, Mrs. Wilson, you say you never did receive but this one notice?

A. Yes, sir.

Q. Do you recall Mr. Morris calling on your husband shortly after you mailed, or claimed to have mailed, those checks?

A. Not long after that.

Q. About how long?

A. Well, I don't know, he often came by just to see George. I couldn't say just how long.

Q. Mrs. Wilson, after you got that notice with the checks in it, did you receive any other notice from Colonial?

A. Not that I recall.

Q. Then all you received in 1954, and up to the time that your husband died, was this one notice with the twelve checks in it?

A. Yes.

Q. Now, Mrs. Wilson, I believe you stated that you didn't read things that came in before this happened?

A. Yes.

Q. You don't know whether Mr. Wilson ever got one of these in previous years or not, do you?

A. I had never seen one before.

Q. You don't recall that?

A. I did not read it.

Q. You did not customarily read insurance notices up to the time this happened, did you?

A. All I remember is that we always mailed these checks back, I can say that.

Q. You always mailed the checks back, and you didn't bother to read everything they sent you?

A. Yes.

Q. Mrs. Wilson, just how did your husband sign those checks?

A. He signed them with the pen on the desk.

Q. Was it a fountain pen or a pocket pen, or what?

A. There was a fountain pen on the desk.

Q. What signature did he use?

A. The only time I noticed he put Wilson Motors or George Wilson.

Q. I am talking about these, you say you saw him sign?

A. He signed George Wilson.

Q. He didn't sign any of them Wilson Motors?

A. The last ones, the ones I watched him sign he put George Wilson.

Q. He signed all the others Wilson Motors, but he signed this as George Wilson?

A. Yes, sir. The last twelve.
Q. That was in 1954.
A. Yes
Q. I believe that is all.

Re-Direct Examination.

Mr. Tipler:
Q. How long had you worked there, Mrs. Wilson?
A. Since 1950.
Q. When you addressed that envelope did you or did you not check the address from the notice in front of you?
A. Yes. I addressed it by the premium.
Q. That is the notice we showed you a few moments ago, or one similar to it?
A. Yes.
Q. To refresh your recollection, I will show you, the only address shown on here is Colonial Life and Accident Company, Columbia, S. C. There is no street address shown.
A. I didn't see one.
Q. These checks I show you, and I ask you to look at these, there are some signed Wilson Motors, and same are signed George Wilson, are they not?
A. Yes.
Q. Mrs. Wilson, Mr. Baker asked you about the Gulf Life and Liberty National and Woodmen, and these three policies were paid off without any trouble as far as you know, weren't they?

Mr. Baker:
We object.

The Court:
Sustained.

Mr. Tipler:
I will ask you this, with the Gulf Life, and Liberty National and the Woodmen's policy, you have had no reason to refresh your recollection on those, have you?

A. No, sir. I didn't have any trouble whatsoever, they paid off.

The Court:
That was improper, Gentlemen, you will not consider that, that will be excluded.

Mr. Tipler:
I want to ask you this, Mrs. Wilson, is there any unusual occurrence, or anything special that occurred at the time these checks were signed that would refresh your recollection as to the details of this check signing?

Mr. Baker:
We object.

The Court:
We overrule that.

A. All that I recall about the check signing is that he just kidded me about having a lot of insurance.

Mr. Baker:
We object and move to exclude that.

The Court:
All right.

Mr. Tipler:

This company that sent in the twelve checks, that was the only company that your husband had a policy with that had a policy where 12 checks would be sent in at one time?

A. This was the only one.

Q. You saw the car that has been referred to as the one he fell out of?

A. Yes, sir.

Q. Was that a pleasure type car?

A. Yes, sir.

Q. Mr. Morris, the agent for the insurance company, is he still alive?

A. Yes, sir.

Q. In connection with your deposition you gave Mr. Baker in February the one he questioned you about, and I will ask you if in one place in there you did not state to Mr. Baker then—

Mr. Baker:

We object.

The Court:

Overruled.

Mr. Tipler:

If you did not state then when he asked when were these checks signed and if your answer is not they were written the last of July. And I ask you if you did not state then when he asked if these checks were signed the last of July when did you receive them, and your answer was "In just a few days?"

A. Yes, sir.

That is all.

The Court:

Call the next witness.

J. T. BENSON, being called as a witness, being duly sworn, testified as follows:

Direct Examination.

Mr. Tipler:

Q. State your name?

A. J. T. Benson.

Q. Where do you live?

A. At Opp, Alabama.

Q. What is your occupation?

A. Ford Dealer.

Q. Mr. Benson, do you have an executive and professional accident insurance policy with the Colonial in Columbia, South Carolina?

A. Yes, I did have.

Q. Did you have it up until how long ago?

A. Until about two months ago.

Q. When did you purchase such a policy? Approximately?

A. About 1952.

Q. Was that a policy—are you familiar with the policy involved in this suit?

A. Yes.

Q. Is that a policy you had, one just like that?

A. Yes, sir.

Q. How did you pay for it?

A. They would send me a series of twelve checks.

Mr. Baker:

We object to going into all that.

The Court:
Sustain that objection.

Mr. Tipler:
Mr. Benson, I will ask you this: While you had your policy with the Colonial Life and Accident Insurance Company, did they ever send you a receipt such as this, (Defendant's Exhibit No. 2.)

Mr. Baker:
I object.

The Court:
Sustain the objection.

Mr. Tipler:
Mr. Benson, I will show you Defendant's Exhibit No. 2, purporting to be a receipt from Colonial Life Insurance Company, while you were a policy holder with that company as you testified you were and if on sending in these checks as you testified you did, did you ever receive one of these receipts back?

Mr. Baker:
We object.

The Court:
Overruled.

A. No, I did not receive any such thing.

That is all.

Cross Examination.

Mr. Baker:

Q. When did you first become a policy holder with that company?

A. In 1952.

Q. You did not receive one in 1954, is that correct?

A. No, sir.

Q. Your policy lapsed in 1956, you wouldn't have received one then anyhow, would you?

A. No, sir.

Q. Did you keep your notices you got from the Company?

A. What notices?

Q. Did you ever get notices from the company?

A. Yes, sir.

Q. Did you keep these notices?

A. No, sir.

Q. Anything you got from the Company, you did not have to pay, you just threw it away?

A. Yes, sir.

Q. And you do remember some things you got from the Company?

A. Yes, sir.

Q. Could you tell us what they said?

A. I had two notices that I had not paid the premiums, would I please send it in, and I had an additional letter from the agent that called on me.

Q. You did not keep these things?

A. No, sir.

Q. You have gotten things that looked like that, haven't you? (This is Defendant's Exhibit No. 2.)

A. I believe my checks were sent in something of that sort.

Q. So that you have gotten notices from the Company that were this same color and this same appearance and has a lot of printing on it, hasn't it?

A. Yes, sir.

Q. Did you always read word for word everything you got from this Company?

A. No, sir.

Q. Now, you couldn't say positively whether you got this kind of paper or not?

A. No.

Q. You don't recall having gotten it, but you did not read things that they sent you?

A. No, sir.

Q. And the last one you would have gotten would have been over a year ago?

A. Yes.

Re-Direct Examination

Mr. Tipler:

Mr. Benson, after you sent in those checks, during those years it was in force and you sent in your checks, did you receive anything as a receipt?

A. I did not receive anything until another series was due.

That is all.

GERALD CANNON, called as a witness, being duly sworn, testified as follows:

Direct Examination

Mr. Tipler:

Q. What is your name?

A. Gerald Cannon.

Q. Where do you live?

A. In Elba, Alabama.

Q. What is your occupation?

A. I am a Ford Dealer.

Q. You are the Ford dealer in Elba, Alabama?

A. That is right.

Q. Mr. Cannon, do you at this time have the executive and professional accident insurance policy like the one I am showing you, which is a policy involved in this suit?

A. I do.

Q. When did you first purchase this policy?

A. In the spring of 1952.

Q. Who did you purchase this policy from?

A. Mr Morris from Geneva, I think.

Q. How do you pay the premiums on this policy?

A. Each year they send me 12 checks, and each month I pay them and I send them back.

Q. I show you defendant's Exhibit No. 2, I will ask you to examine it, during the time you have had this policy with this company and whenever you sent in the series of checks as you have described, have you or have you not received a receipt back from the company?

A. No, sir.

Q. Are the checks of yours still being cashed by the company?

A. Yes, sir.

Q. You have the one for this month back?

A. Yes, sir, I have the one back for this month.

That is all.

Cross Examination

Mr. Baker:

Q. They cash one of your checks each month?

A. Yes, sir.

Q. When they become due?

A. That is right.

Q. You do receive literature from the company around the time your anniversary date falls due and your checks run out? Do you?

A. Yes, sir. Just about the time for the renewal of the policy, we receive a notice and 12 checks.

Q. Do you keep the notices you receive from the company?

A. No, sir.

Q. As a matter of fact, you don't read them, do you?

A. Yes, sir. If there is one that comes in with the checks, I do. That is all I get from them. It says, send them in so the policy will not lapse.

Q. When was the last time you sent your checks in?

A. Sometime in June or July of last year.

Q. You didn't get anything from the Company after you sent these 12 checks in?

A. No, sir.

That is all.

The Court:

Call your next witness.

VELMA CAMPBELL, next called as a witness, being duly sworn, testified as follows:

Direct Examination.

Mr. Tipler:

Q. What is your name?

A. Velma P. Campbell.

Q. Where do you live?

A. At Opp, Alabama.

Q. What is your profession?

A. I am an accountant and tax consultant.

Q. How long have you done that work?

A. About 11 years.

Q. Did you know George Wilson in his life time?

A. Yes, sir.

Q. Do you know Mrs. Wilson?

A. Yes.

Q. How long have you known her?

A. Since the latter part of 1950.

Q. Did you know them in a business way?

A. Yes, sir.

Q. In what way was that?

A. I kept their records and looked after their tax work.

Q. Now how long did you do that?

A. For twelve years.

Q. How many, approximately how many businesses, in and around Opp, did you do that work for?

A. Anywhere from 65 to 75.

Q. Is yours the only accounting firm in Opp?

A. Yes.

Q. You were not an employee of Wilson Motor Company?

A. No, sir.

Q During the years from 1951 up until the time of George Wilson's death, do you recall what you did in June 28, 1955?

A. Yes.

Q. From the time you started keeping their books until the death of George Wilson, who got the bank statements each month of the Wilson Motor Company?

A. I did.

Q. Tell the jury how you got these bank statements?

A. The people for whom I worked would authorize the bank to give me these statements. The bank would put all these statements in a bank book and I would pick them up.

Q. To your knowledge during that time, did George Wilson ever go there and get these canceled checks?

Mr. Baker:
We object.

The Court:
Objection sustained.

Mr. Tipler:
Was it your practice Velma, to go through the canceled checks that came in?

A. Yes.

Q. Since this law suit has come about and after George Wilson's death, did Mrs. Wilson come to your office to check these checks?

A. Yes.

Q. Approximately how long after his death?

A. It was approximately, just a few days I would say. I can't remember.

Q. Will you tell the jury what happened on that occasion?

Mr. Baker:
We object.

The Court:
Sustain the objection.

Mr. Tipler:
Q. Did you check through the checks to see whether or not during the past year any canceled checks had been paid for by the Colonial Life and Accident Insurance Company?

A. Yes.

Mr. Baker:
We object.

The Court:
Sustained.

Mr. Tipler:
Q. During that year had these checks been in your possession?

A. Yes.

Q. During that year had any one gone through those checks?

Mr. Baker:
We object.

The Court:
Sustained.

Mr. Hobbs:
We except.

Mr. Tipler:
Q. During the time you stated you were keeping books for Wilson Motor Company and for George Wilson, up to the time of his death, was a check ever turned down by the Opp Bank for non-payment?

Mr. Baker:
We object to that if the Court please.

The Court:
I sustain the objection.

Mr. Hobbs:
We except.

Mr. Tipler:
You were familiar with his bank practices, were you not?

A. Yes.
Q. During that time if checks had been presented for payment, would they have been paid, up to $10.00?

Mr. Baker:
We object.

The Court:
I sustain the objection.

Q. Were all checks that were presented paid?

Mr. Baker:
We object.

The Court:
Sustain the objection.

Mr. Tipler:
You knew the banking practices from June 30, 1954, through June 28, 1955, were you not?

A. Yes.
Q. During that period of time was every check that was presented to the First National Bank of Opp, on the account of George Wilson paid?

Mr. Baker:
We object.

The Court:
Sustained.

Mr. Tipler:
During that year, immediately preceding his death, did you ever turn any canceled checks over to him?
A. No.

I believe that is all.

Cross-Examination.

Mr. Baker:
Q. You were employed by Mr. Wilson, were you not, Miss Campbell?
A. Yes.
Q. And you had been so employed since 1950, I believe?
A. The latter part of 1950.

Q. You got statements from the Bank at least once a month, and sometimes did you get them more frequently?

A. No, for the Wilson Motors, I did not, only once a month.

Q. Well, every month you got a statement showing canceled checks for that month.

A. Yes, sir.

Q. I ask you if during the period of July 1951 through the month of June, 1954 you did not find among Mr. Wilson's canceled checks, one each month, a check to Colonial Life and Accident Insurance Company in the sum of $10.00? Through the month of June, 1954?

A. Yes, there is one. Each one would be deposited for a separate month.

Q. Now, during the period of July 1st, 1954 down to the month of June 1955, when Mr. Wilson met his death, you did not find a canceled check for $10.00 payable to Colonial Life and Accident Insurance Company in any of those months, did you?

A. No, sir.

Mr. Tipler:

Miss Campbell, were you instructed prior to his death, to look for such checks?

Mr. Baker:

We object.

The Court:

Sustained.

Mr. Tipler:

These checks up to 1954, were those stub checks?

A. No.

Q. I believe that is all.

Re-Cross.

Mr. Baker:

Q. If these were not stub checks how did you carry them on the books of the Wilson Motor Company?

A. They came in the statements and when these checks would come in I would post them at the end of each month. If the checks were presented in June I would post them in July.

Q. Did you post these checks by paid in amount?

A. Yes.

Q. And what did you do with that statement?

A. You mean what entry I made. It was posted to his personal account.

Q. Did you keep the books, the physical possession of the books, or did Mr. Wilson keep them?

A. I kept all the records pertaining to profit and loss and tax.

Q. Were there any records at all at the Wilson Motor Company?

A. No, sir. None of these.

Q. What records were kept there?

A. They had the notes receivable records and accounts payable records, and such things as he needed in the office every day.

Q. Did you send them monthly statements?

A. I gave them statements most every month.

That is all.

Mr. Tipler:

You said you posted his personal checks, were these other checks posted also.

A. There were a lot of checks.

Q. Who kept his check book?

A. They were brought to me except the stubs.

Q. He kept his own stubs?

A. Yes, but he would bring them to me once each month.

Q. Did he ever bring any stubs of these, or any checks for the month of June, 1954 through June 1955?

A. Yes, I had stubs but not for that.

Q. You did not have the stubs for Colonial Life and Accident Insurance Company for that time?

A. No, sir.

That is all.

BILL CAULEY, being called as a witness, being duly sworn, testified as follows:

Direct Examination.

Mr. Baker:

Q. State your name?

A. Bill Cauley.

Q. You have previously testified in this case?

A. Yes.

Q. You did work for George Wilson and now you work for Mrs. Wilson, is that right?

A. That is right.

Q. Do you recall an occasion along in the summer of 1954, when 12 checks were signed in connection with the Wilson Motor Company?

A. Yes, sir.

Q. Were you there?

A. Yes, sir.

Q. Will you tell us who was there at that time?

A. There was George Wilson, Mrs. Wilson, Tobe Adams, and myself. And George Wilson's mother was there.

Q. Tell the jury what happened without relating any conversation?

A. Sara brought the checks and asked George—

Q. State you did see with your own eyes.

A. I saw George sign 12 checks.

Q. What did George Wilson do with the checks, if anything?

A. Sara took the checks outside and to the city mail box and mailed them.

Q. Did you see her address the envelope?

A. No.

Q. Do you recall what kind of an envelope it was?

A. No, sir.

Q. Did you actually see Mrs. Wilson put these checks in the mail box?

A. No, sir.

Q. When you testified that she took them outside and mailed them, you were testifying to something you did not know about, were you not?

A. I said she took them outside to mail them, I didn't see her mail them.

Q. Now you say he signed 12 checks, you sat there and counted these checks, did you?

A. No.

Q. Then how are you in a position to swear to this jury there were 12 checks, when you didn't count them?

A. Well, I could hear them talking about it being 12 checks.

Q. You didn't see him sign 12 checks, did you?

A. No, I didn't count them.

Q. Did you look over his shoulder and see him sign them?

A. No, sir.

Q. You don't know what 12 checks, he signed, of your own personal knowledge, do you?

A. No, but they said they were.

Mr. Baker:

We object to what they said.

The Court:

I sustain that objection.

Mr. Baker:

And we move to exclude his entire testimony, it is based on hearsay.

The Court:

I sustain that. The entire testimony of this witness on this last testimony, not his testimony regarding the injuries Mr. Wilson sustained but this testimony is excluded.

MRS. MYRTLE WILSON, called as a witness, being duly sworn, testified as follows:

Direct Examination.

Mr. Tipler:

Q. What is your name?

A. Myrtle Wilson.

Q. Mrs. Sara Ethel Wilson is your daughter-in-law, and George Wilson was your son?

A. Yes, sir.

Q. Mrs. Wilson, along about the latter part of July—

Mr. Baker:
We object to leading.

The Court:
I sustain that. Don't lead the witness.

Mr. Tipler:
Q. Were you present on an occasion when your son signed some checks?
A. Yes.
Q. When was it?
A. It was in the summer time.
Q. What year was it, do you remember?
A. 1954.
Q. How long before Mr. Wilson's death was that?
A. A good long time. I would say nearly a year.
Q. Who was present on that occasion?
A. His wife and Mr. Cauley, and Tobe Adams and that is all I can remember except my uncle.
Q. The Judge would not want you to tell us what was said on that occasion but tell us what you saw?
A. I saw him sign the checks and his wife put them in an envelope and addressed the envelope.
Q. Did you actually notice who she addressed the envelope to?
A. No. I did not read that.
Q. What, if anything, did she do with the envelope?
A. She went out the door to mail it.

Mr. Baker:
We object.

The Court:
I sustain that it will be excluded.

Mr. Tipler:
Did she have it in her hand?

A. Yes.
Q. Did she come right back?
A. Yes.
Q. How long after, how long was she outside the office?
A. About three or four minutes.
Q. Did she then come back?
A. Yes.
Q. Did she have the envelope in her hand then?
A. No, sir.
Q. How far from that office is the mail box?
A. Two doors down.
Q. That is all.

Cross Examination.

Mr. Baker:
Q. You didn't see what was on the face of that check, did you?
A. Well, I didn't notice. I didn't read them.
Q. You did not read the envelope?
A. No, sir.
Q. You didn't count the checks when he signed them?
A. I didn't count them but I heard her say—

Mr. Baker:
We object and we move to exclude her testimony.

The Court:
This witnesses testimony is excluded, Gentlemen, you are not to consider it.

Mr. Tipler:
We want to ask her what was said on that occasion.

Mr. Baker:
We object.

The Court:
I sustain the objection, you may have your exception.

Mr. Hobbs:
The plaintiff rests.

Mr. Baker:
Judge, we think it is appropriate at this time, to renew our motion for a directed verdict, and at this time we think all the grounds are in in the evidence so we file our written motion.

The important feature of the evidence at this time, which was not present before, is that the Plaintiff has had his rebuttal and has totally failed to show any agreement that this defendant agreed to accept the checks as payment; on the contrary the testimony showed conclusively, in our opinion that the checks were accepted like every other check as conditional payment and as a convenient means of getting the money. The only thing on which there could possibly be an issue of fact, would be whether or not Mr. Wilson had been sent a notice, marked Exhibit No. 2, I believe, which had stamped or printed on it, that this check or other instrument, referred to, was ac-

cepted for collection and is not payment until paid. We deem that immaterial for purposes of this motion; because those words say only what the law presumes; in other words, they are a literal statement of the law of Alabama, and the Fifth Circuit, as to the effect of a check, and both Mr. Wilson and this Defendant are presumed to know the law, and are presumed to know that when a check is given it is conditional payment only, and doesn't constitute payment until paid.

The Court:

It is my judgment and my opinion that the effect of mailing these checks, whether or not they constitute payment, depended on the parties to this contract. And generally, I agree with you that when the checks are paid will not constitute payment but where the Insurance Company requested or directed, or through its course of dealing with the insured, has accepted the mailing of the checks as payment, and there is some evidence here that on this notice that the signing and sending of the checks back would constitute payment, or he would be insured and everything would be all right, or something to that effect. In my judgment that is a question of fact for the jury. And I am going to overrule the motion. Where the general rule of payment, that is giving a check or bringing them of not bringing them unless the insurer authorizes such method of payment, is a question of fact in this case, whether the insurer authorized that method of payment or not.

Mr. Baker:

Has Your Honor considered this aspect of the Brown case. You remember in the Brown case he mailed

his check and it was not received. He immediately sent New York Exchange in payment of the premium now if the plaintiff's contention in this case is correct, he didn't have to send that New York Exchange in payment. The mere mailing of the check would have constituted payment.

The Court:
. . . I am going to overrule your motion.

Mr. Baker:
All right. We except. We ask Mr. Judy to take the stand.

Q. Mr. Judy you are the same John Clifton Judy who was on the stand before?
A. Yes, sir.
Q. Mr. Judy, what type of insurance policy was it that Mr. Morris, or the Colonial Insurance Company issued to Mr. Wilson?

Mr. Hobbs:
We object, the policy would speak for itself, is the best evidence.

The Court:
Overrule the objection.

Mr. Baker:
Well, I will ask the question this way. Was that a term policy?
A. Yes, it is a term policy.

Mr. Hobbs:
We object.

The Court:
Overrule the objection

Q. What is the term of the policy?

Mr. Hobbs:
We object.

The Court:
Sustain the objection.

Mr. Baker:
Mr. Judy, does the Company have any rules in reference to the issuance of term accident policies on a monthly basis?

Mr. Hobbs:
We object.

The Court:
Sustain that objection.

Mr. Baker:
Q. Did the company have in force and effect at the time Mr. Wilson was issued the term accident policy a rule regarding the payment of premiums on monthly accident policies?

Mr. Hobbs:
We object to that question.

The Court:
Sustain the objection.

Mr. Baker:

Mr. Judy, does the policy issued to Mr. Wilson have any cash surrender value, or other value?

Mr. Hobbs:

We object to that, Your Honor. The policy is the best evidence.

The Court:

Sustain the objection.

Mr. Baker:

We except.

Q. Mr. Judy, what is the general set-up of the home office there in Columbia?

A. It is the place where all our records are kept, and where our business is underwritten, where our business, as far as paying claims is concerned, is carried on. Where our processing of applications and issuing of policies and the handling and preparation and mailing of notices for renewal of premiums are handled.

Q. Who is in charge of the procedures in reference to the handling of premiums and depositing of monthly checks, or the depositing of checks.

A. Do you mean by that statement the clerical end of it.

Q. Let me ask you this, who is Mr. John M. Steigner?

A. Mr. Steigner is the Assistant Vice President of our company and personnel director and is in general charge of procedures and clerical work in the office.

Q. And who is Mrs. Barbara Rodgers?

A. She is Assistant Secretary of the Company and has general supervision of the mechanical IBM Machines. She is in charge of the statistics and has overall handling of the accounting.

Q. And who was in charge of the mailing in June and July and August of 1954?

A. That was Jacky Mattox.

Q. Are those three people here in Court today?

A. Yes, sir.

Q. Now, Mr. Judy, will you explain to the jury the operation of the so called "check plan" by which Mr. Wilson paid the premiums on his policy?

Mr. Hobbs:
We object to that.

The Court:
Overruled.

A. We prepare these notices on this mechanical equipment. This is done from the punched cards, which are punched at the time the application is received and at the time the application is approved and when the policy is issued.

Q. What accompanies the application?

A. If the application is issued on an annual basis, of course a check for an annual premium would accompany it. If on a monthly basis a series of twelve checks would accompany it.

Q. How about a semi-annual?

A. The same thing.

Q. So you issue three types of policy, the annual, the semi-annual and the monthly?

A. Yes, sir.

Q. How do the premiums compare on those three types of policies?

A. Well, the annual premium is $116.00 for the type policy held by Mr. George Wilson. The semi-annual premium would be $59.00 twice a year, or $118.00, and the monthly basis it would be 12 times 10, which is $120.00. So there is a saving if the premium is paid annually, or semi-annually.

Q. When you receive a policy on an annual basis, what accompanies that policy?

A. When we receive an application on an annual basis, it is usually accompanied by a check or money order.

Q. What portion of the premium accompanies the application for the annual premium?

A. The entire premium.

Q. And as it is renewed, what portion of the annual premium is paid on the anniversary date?

A. The entire amount of payment.

Q. How about semi-annually?

A. The same thing is true.

Q. Now, let's get down to the monthly payment plan?

A. Well, we receive with the application twelve checks, one of which we deposit the minute the application is registered, and the others will be placed in a file as soon as the policy and conditions of the application are met. They are issued one each month. Incidentally the policy is issued to show when the premiums that have been paid off, whether annual, semi-annual or monthly. Then, there is one for each month, one of those checks is pulled from this file. All of the checks of a given date are pulled from the file, and those checks are sent to this IBM Department, where the policy number and the amount

of the check is punched into a card. Simultaneously, on an entirely different set of cards, which is punched at the time the application is accepted, are run, to show that deposits should be made on a due date. And those two lists, one made from the pre-punched cards, and the other made from the actual checks themselves, are matched; guaranteeing that we have deposited each check that we should have deposited.

Mr. Hobbs:
We object.

The Court:
Overruled.

Mr. Baker:
You said guaranteeing—what?

A. Guaranteeing that the premiums due on a given date have been deposited and that they have been correctly deposited to the proper policy, because if a man should have two $10.00 checks, we would want to give him credit for two.

Mr. Hobbs:
We object. He has been asked.

A. The object is to see if the checks balance, Your Honor. Now, in these machines, they are fed back into this and the total of the policy listed, and the total of checks is registered and the same thing takes place. And we transfer the number we have pulled, the policy number against the check number. We have pulled the correct number of checks we have assigned against the number of the policy.

Mr. Hobbs:
We object and move to exclude that.

The Court:
The last portion is excluded.

Mr. Baker:
Do I understand correctly that there is prepared manually, a list of the checks which come up on a certain date.

A. No, sir. A list manually is not prepared, the checks themselves are all kept in date order. All checks due for collection on the 13th of the month are kept in the file under the date of the 13th.

Q. Now, is a list prepared from those actual checks?

A. Yes, sir.

Q. And at the same time the machine makes a list, is that correct?

A. Yes, sir.

Q. Now are those two lists checked against each other?

A. Yes.

Q. Do they have to balance?

A. Yes.

Mr. Hobbs:
We object to leading the witness.

The Court:
I sustain the objection.

Mr. Baker:
What has to happen to those two lists before the checks can be put in the bank?

A. They must agree.

Q. Now how are those checks deposited in the banks? Well, are they deposited for collection?

A. They are deposited in the bank for collection.

Mr. Hobbs:

We object to the conclusion as to what they are deposited in the bank for.

The Court:

Well, they are not placed in escrow or held in the bank, are they?

A. No, sir.

The Court:

I overrule the objection.

Mr. Baker:

Now, I believe you testified about the company acknowledging the receipt, the receipt of the 12 checks, haven't you?

A. Yes, sir.

Q. Now, Mr. Judy, does the Company give the policy holder, or did it give Mr. Wilson any credit at all for these pre-dated checks. How do they appear with the checks in the record?

Mr. Hobbs:

We object to what the company gave Mr. Wilson credit for.

The Court:

I sustain the objection.

Mr. Baker:

How are pre-dated checks handled on the Company's records? If they are handled at all?

A. Well, they are merely filed. We note on the premium record card that the series of twelve checks have been received.

Q. Mr. Judy, what happens if one of those pre-dated checks is dishonored on presentment to the bank?

Mr. Hobbs:

We object to that. There is no relevance.

The Court:

I sustain the objection.

Mr. Baker:

Does Your Honor mean to hold that I can't show anything in reference to the Company's handling of these checks simply because—

The Court:

I sustain the objection to that question.

Mr. Baker:

Mr. Judy, how long has the Company been working on this twelve check plan?

A. Since 1940, I believe it was since 1940 or 1941.

Q. Can you give us any idea of the number of checks that might have been handled that way, or under that plan?

A. Mr. Baker, it is in the millions, my estimate it would be over four or five million, in number.

Q. In the handling of all those checks has the Company ever sued on one of those checks?

A. No, sir.

Mr. Hobbs:

That is clearly immaterial—

The Court:

I sustain that objection.

Mr. Baker:

We except to the Court's ruling. Now, what I am trying to show, Your Honor, is that it takes two to make a bargain, and I am trying to show exactly how we handled these checks as a routine matter. Mr. Wilson's checks were handled, and the testimony will show, just like every other ones. I will admit that none of his checks ever bounced, but we think it is clearly material to show the uniform policy of the Company in the handling, and, in other words, we send these checks and they stop payment on these checks. They are not our property, we never regarded them as such. We think that is material on the question of the acceptance of the check on premiums. It is a very vital part of our case, to show this Company's intent and attitude in the accepting and the handling of those checks, and processing them.

Mr. Hobbs:

If the Court please, we think too, it takes two to make a bargain. And both of them have to know what is involved before there can be a bargain. He is asking questions that obviously never even were attempted to be communicated to Mr. Wilson.

Mr. Baker:
And we are arguing for this particular case.

The Court:
I will let you go in the finances or anything relating to George Wilson, and if you prove that the manner in which the others was handled in exactly the same way as this one is handled, I will let you go into it.

Mr. Baker:
I beg the Court's pardon, I thought I had already proved that the first time Mr. Judy was on the stand.

Q. Mr. Judy, do you know, from the records that you have examined, whether or not, Mr. Wilson's checks, or whether Mr. Wilson's policy was handled and the notices and communications that Mr. Wilson had, was handled in exactly the same manner as every other policy holder in Colonial Life and Accident Company.

The Court:
Overrule your objection.

Mr. Hobbs:
Now, I object to the form of that question, does he know, from the records, he doesn't have any personal knowledge, and it is not merely a technical question, but if he wants to ask questions, what the records there show, that is all right. But this man does not know anything of a personal knowledge from those records.

The Court:
Overrule your objections.

Mr. Baker:

Do you know from the records of the George Wilson policy which you have examined and from your knowledge of the handling of other similar policies in the Columbia office whether Mr. George Wilson's monthly term policy was handled in exactly the same manner that the Company handles its other monthly term accident policies?

A. It was.

Mr. Hobbs:

We object.

The Court:

Overruled.

Mr. Baker:

Now, Mr. Judy, what is the general practice of the Company and what would be the practice of the Company in the event that check of George Wilson had been dishonored?

Mr. Hobbs:

We object.

The Court:

Overruled.

A. Immediately upon our receipt of that check from our bank we would send Mr. Wilson or any other policy holder a notice to the effect that his check had been returned unpaid by his bank and was being redeposited, and requesting him to make the necessary arrangements with his bank when it was again presented for payment. All of that takes place within the grace period of the policy.

Q. Now, what happens when the grace period comes around and you have not received cash for a check which has cleared.

Mr. Hobbs:
We object.

The Court:
I think I will sustain that.

Mr. Baker:
Mr. Judy, what is the uniform practice in all policies of term monthly accident insurance similar to George Wilson's and what would be the practice in the handling of the George Wilson's policy in the event that the Company had not received cash or a check at the expiration of the grace period?

Mr. Hobbs:
We object.

The Court:
Overrule the objection.

A. We immediately return to him all checks signed by him and advising him that his policy had expired as of a given date.

Q. What has been the uniform policy of the Company practice in the past in the present, and what would have been the practice in the case of George Wilson in reference to filing suit on a check, in the event that one of the George Wilson checks had been dishonored?

A. We would not have filed suit.

Q. Have you ever filed suit on a check given for any policy of the same type, namely, a monthly premium accident policy, similar to George Wilson's, and would you have filed suit on any check given by George Wilson?

A. No, sir.

Mr. Hobbs:

We object.

The Court:

Overruled.

Mr. Baker:

Now, Mr. Judy, in one of the letters introduced by Mr. Hobbs, I think it was Agent Morris' letter, that letter contains this request: "Today she asked that I write you and ask that you please return all of the series of checks that you hold." Now, Mr. Judy, in the event that Mr. Wilson had had any unused checks at the date of his death, and in the event that any other policy holder similarly situated, with a similar policy to Mr. Wilson's died with unused checks in the Company's possesson, what does the Company do with those unused checks, and what would it have done with any check that Mr. Wilson had had after his death?

A. It would have been returned to him or to the person making the request.

Q. In other words, if a policy holder, including Mr. George Wilson, died, when checks are on hand, at the request of the proper person, those checks would have been returned?

A. Yes, sir. They are.

Q. Mr. Judy, are your pre-dated checks, carried, including pre-dated checks of Mr. Wilson, during the time this policy was in force, were they ever carried as an asset of the Company in any way?

Mr. Hobbs:
Overrule the objection.

A. They were not.

Mr. Baker:
Now, Mr. Judy, in reference to pre-dated checks, given under policies similar to this of Mr. Wilson's, that is a monthly term accident policy and in reference to any check that you had from Mr. Wilson that was pre-dated and had not been cashed, what happens in the event that the policy holder stops payment on it?

A. The remaining checks would be returned to him.

Q. Had he, including any policy holder under one of those monthly pay plans and including Mr. George Wilson, had or had at any time a right to stop payment on those checks?

A. That is his right.

Mr. Hobbs:
We object.

The Court:
Overruled.

Mr. Baker:
And if a policy holder including Mr. Wilson, had stopped payment on those checks, what would have happened to the remaining checks?

A. They would have been returned to him.

Mr. Hobbs:
We object.

The Court:
Overruled.

Mr. Baker:
Mr. Judy, would the stopping of a payment on a check by a similar policy holder on a policy similar to that of Mr. Wilson's, that is on a monthly term pre-dated check policy is that a rare occurrence, or how about it?

A. No, sir.
Q. What happens?
A. The checks are returned, either for a stop payment or for insufficient funds almost daily.
Q. In the event either of the non payment rather or stop payment, those checks are in the same category as George Wilson's checks are and they are sent back?
A. Yes.
Q. Now, what about the payment of commissions, based on those checks, and what about the payment of commission based on checks of George Wilson's, is the agent given a commissions, or was the agent given a commission on Mr. Wilson's pre-dated checks or until they became current?
A. No, sir.

Mr. Hobbs:
We object.

The Court:
Overruled.

Mr. Baker:

I believe that is all.

Cross Examination.

Mr. Hobbs:

Q. Mr. Judy, your Company had selected, I believe you told us, some 16 years ago, this method of policy holders paying by post dated checks, is that right?

A. As a part of our system, yes.

Q. Now, there are companies that arrange for payment of policies by collections by the agents, are there not?

A. Yes, I think so.

Q. And there are companies that have no such post-dated checks plan, is that right?

A. In recent years it has become very popular.

Q. And one reason is I believe it reduces the burden on the Company in respect to collections?

A. That is right. I think it is very advantageous to the policy holder, and it has benefitted the Company.

Q. Now, you talk about the cost of these alternative plans. Would you tell us again what you said about the cost of the payments, if he pays annually as opposed to paying monthly?

A. Well, it is $116.00 for an annual premium, paid in advance, as compared to semi-annual at $118.00 or per month, at $120.00.

Q. Now, you say it costs $116.00 on this notice which you have provided here, on our motion to produce, I will ask you if it doesn't say that the cost to him for an annual premium would be $120.00?

A. It does.

Q. Now what is that you say that it costs him if he wants to pay semi-annually?

A. $118.00, or $59.00.

Q. What does this show on the receipt you said was sent to Mr. Wilson.

Mr. Baker:

Judge, that is my mistake. Those were prepared in my office before I had had an opportunity to talk with Mr. Judy, and I believe they were attached to my request for admissions.

The Court:

Mr. Judy, that document they are referring to now, is the same type of document that was sent to Mr. Wilson?

A. And I answered that yes, Your Honor, as to form. I noticed down at the bottom that this had $120.00 instead of $116.00 and I called it to Mr. Black's attention.

The Court:

Is that the type notice you sent him?

A. Yes, sir, that is the type notice.

Q. Do you know whether that was sent on his or not?

A. No, sir. I don't know.

Q. What type was sent to Mr. Wilson?

A. This part here is the same type. These figures would have been put in on this IBM equipment.

Q. Who put those figures?

A. Mr. Baker.

Q. What was put on the notice sent to Mr. Wilson, if you know, what was the figures on the notice that was sent to Mr. Wilson.

A. $116.00 on this basis and $59.00 here.

Mr. Hobbs:

Now, Mr. Judy, did you have any personal knowledge of what—

A. Only from the records.

Q. When you say from the records, does your Company have any records whatsoever, of the premium notice that was sent to Mr. George Wilson?

A. We have every record going in the making up of a notice.

Q. What you mean by that is you have these notices in your office, but what was sent.

A. I mean that we have the cards punched in our office from which the information that appears on that notice.

Q. Do you have in your file a notice showing Mr. George Wilson on a premium notice?

A. No, sir.

Q. And you now indicate that in addition to this matter this morning which you said was incorrect on there, you also say these figures on here are incorrect.

Mr. Baker:

I prepared that document, Mr. Hobbs.

Mr. Hobbs:

Now, Mr. Judy, who put the checks in the file there in your Company? When they came in, you said some 30 or 40 thousand policy holders and approximately 400,000 checks come in there, in a year.

A. Mr. Hobbs, these things are handled under the direct supervision of Mr. Steigner, and the person who have charge of the files.

Q. Are there several who do that sort of thing down there?

A. Yes.

Q. And is the turn over there among the personnel who handle that sort of clerical detail, do they come and go?

A. To a certain extent, yes.

Q. Now, who opened the envelopes when they came in there?

A. At the time this took place?

Q. Yes, at the time we are interested in.

A. Jacky Mattox was in charge of it.

Q. I was asking who specifically opened the envelopes.

A. We had several people who opened them under his direct supervision.

Q. Now, does that personnel officer change from time to time?

A. There would be some changes, yes.

Q. Now, how is the mail brought to the office?

A. The Post Office delivers the mail to the office in one of these bags, tied with tape. A large mail bag.

Q. Now, did you, in the average mail that you received there, could you tell us approximately how many envelopes you received in your average mail?

A. I would say the pieces of mail would be three or four hundred a day.

Q. All right. Now is there anything that you know of, Mr. Judy, in the policy you sold to Mr. Wilson, in the notices which you say your records indicate in the normal course of business would have been sent to Mr. Wilson, that advised Mr. Wilson that checks

received would not be treated as a subject of suit, as a promissory note, or any other debt?

A. The policy would not show it but the receipt which goes out, made out simultaneously with and at the same time as these notices are made it shows on that.

Q. All right, it shows on there. Where does it say these checks cannot be treated by the Company or will not be treated by the Company, as evidence of debt?

A. —(Reading the notice) And the check, such draft or document shall not operate as payment until the Company receives actual payment thereof.

Q. It says these checks cannot or will not be treated by the Company as evidence of payment.

A. No.

Q. And it does not say that the Company cannot treat it as evidence of debt and brings suit on it?

A. Well, we never have.

Q. You never communicated that to Mr. Wilson, or any other policy holder, as far as you know, your Company has never communicated with Mr. Wilson or any other policy holder that the post dated check which is sent in may not be treated as evidence of debt which may be made the basis of suit by the Company.

A. No, sir, we have never written the policy holder or advised him to that effect.

Q. As a matter of fact, your premium receipt states, do they not, Mr. Judy, the premium notice, by signing and returning these checks today you can be assured that your future is protected.

Mr. Baker:

We object.

The Court:
Overruled.

Mr. Hobbs:
Isn't that what it says?

A. Yes.

Q. Doesn't it also say on here, on this last premium notice, "The last call notice is a final notice which will be given for the premium now past due on the policy. Payment of this premium must be tendered without fail. Your remittance must be post marked not later than the last day of grace."

A. That is correct.

Q. Now, does this check which was post marked the date prior to the date the grace period ran out, and was sent by Mr. Wilson from Opp, Alabama, to the Colonial Life, it couldn't possibly have cleared before the day of grace had expired?

A. No.

Q. And yet the policy itself says right here if he sends that check and it is post marked the day, not later than the last day of the grace period you assured him that the policy would still be in force, did you not?

A. Yes, the notice read that way, Mr. Hobbs.

Q. Was one of George Wilson's checks ever dishonored?

A. Not to my knowledge.

Mr. Hobbs:
No further questions.

Re-Direct.

Mr. Baker:

Q. Mr. Judy, how is the problem of losing papers and things handled there at the home office?

A. Mr. Baker, we use every care possible not to lose those things. Every Department head was instructed along those lines and they in turn passed it on to the people working under them, and the janitor, who has been with us a number of years and he had also been instructed, and if an actual letter is found on the floor—

Q. Have you had any personal knowledge of papers on the floor getting back to your attention, and if so, tell what that is.

Mr. Hobbs:

We object to him answering.

Mr. Baker:

I was just trying to show that it is impossible for a paper to get lost.

Q. Mr. Judy, to your knowledge has the Company ever lost any checks?

Mr. Hobbs:

We object.

The Court:

Sustain the objection.

Mr. Baker:

We except to the Court's sustaining the objection to me asking him about the loss of checks.

The Court:

You may have your exceptions.

Direct Examination.

Mr. Black:

Q. Your name is John M. Steigner?

A. Yes, sir.

Q. Do you live in South Carolina?

A. Yes, sir.

Q. You are connected with the Colonial Life and Accident Insurance Company there?

A. Yes.

Q. What are your duties as Assistant Vice President of that Company?

A. My duties in the home office of the Company are with personnel and procedures.

Q. Is there a Department of Colonial that is concerned with the mailing of renewal notices?

A. Yes, sir.

Q. That is under your supervision?

A. Yes.

Q. Is there a department of Colonial Life Insurance Company that is concerned with the keeping of premium records?

A. Yes.

Q. Is that department under your supervision?

A. Yes, sir.

Q. Have you made a search of the Company's records personally in relation to the Wilson claim?

A. Yes, with my assistants.

Q. As far as you know has the Company any records showing a receipt in July 1954, of a check, or 12 checks, from Mr. George Wilson?

A. Not as far as I know.

Q. Have you made any search?

A. Yes.

Q. Have you any records that indicate that the checks were not received?

A. Yes, sir. We have the premium records which shows it.

Mr. Hobbs:

We object to that.

The Court:

That will be excluded, where it says "shows it."

Mr. Black:

I hand you a document and ask you if you can identify that?

A. This is a card which we call the premium record card, for George Wilson.

Q. Does that contain the information on there as to the last check received?

A. Yes.

Q. Does it contain any information as to the lapsing of the policy?

A. The lapse of the policy, yes.

Q. How was that information put on that card?

A. The information was put on the card from a lapse notice.

Mr. Hobbs:

We object.

The Court:

Overruled.

Q. Was that the procedure folowed in your Company?

A. Yes.

Q. Now, Mr. Steigner, I want to inquire about the procedures of the Company. First of all, what do we mean by the renewal of a policy?

A. The renewal of a policy would take place when we received a series of checks, to be used as monthly premiums, when they fall due.

Q. Now, if a series of checks were given and are then deposited, are there any procedures set up in your Company, under your supervision, for obtaining new sets of checks?

A. Yes.

Q. Describe that, how that procedure operates?

A. Our Department handles the checks after they are received.

Q. All right, sir. You receive the checks from another department?

A. Yes.

Q. Then what is done?

A. When we receive the checks they are matched with the premium notice prepared for our department, on the IBM machines.

Q. Then what is done? Who is in charge of the IBM machine department?

A. Miss Barbara Rodgers.

Q. She is present as a witness?

A. Yes, sir.

Q. Now, after you receive these notices,—please tell me, do these notices come singly or in great numbers?

A. The notices are made beforehand and come in a large stack.

Q. Is there any arrangement concerning any particular policy?

A. Yes, sir. In that large stack are notices for a given month beginning with the first day and the succeeding notice goes down to the next day's debit file.

Q. Will you examine that. Those are not filled out with any names or addresses.

A. No, sir.

Q. Does that represent a sample of the notices and other papers?

A. Yes, sir.

We offer that as a sample set, if Your Honor please.

The Court:

Is that the type used in 1954?

A. Yes, sir.

The Court:

All right, they will be admitted.

(Received in evidence and marked Defendant's Exhibit No. 4.)

Mr. Black:

Mr. Steigner, were these notices and other papers of that type, used in respect to the policy of George W. Wilson?

A. Yes, sir.

Q. When these notices come up in your department what is done with them?

A. They come up in a large stack and first they go to the first desk, where they are torn apart.

Q. What do you do with the remainder?

A. That is torn off.

Q. The item he had, was the whole set?

A. Yes, the first notice is torn from the set and matched with the check series numbers and mailed to the policy holder.

Q. Is there any pre-determined time as to when the first notice will go out?

A. Yes, they go out 12 days before the anniversary date.

Q. Is anything else placed in the envelope with the notice and these checks?

A Yes, sir, we have a little brochure we send in the way of advertising.

Q. All right, sir, what is then done with the other notices?

A. The remainder of the set is filed.

Q. I hand you a picture and ask you to identify that picture. What does that picture illustrate?

A. The picture illustrates one of the files in which we maintain our sets. I am holding a folder and you can see the notice sets.

Q. What then do you do with the folder? What treatment is given it?

A. That folder is filed in the receptable you see there, and there is a folder for each day from the 1st to the 31st.

We offer these pictures in evidence.

(Received in evidence and marked Defendant's Exhibit No. 6.)

The Court:

They will be admitted.

Mr. Black:

If a series of notices goes out to policy holders, including Mr. George Wilson's, and you do not get the

return of the notice with a check, what treatment is next given the notices themselves?

A. According to the schedule set up, we then pull a second notice from this particular folder, on the policy involved.

Q. What would be done with that notice?

A. That would be mailed to the policy holder.

Q. Is that envelope prepared in your department?

A. A window envelope is used.

Q. Is there a pre-determined date for sending the second notice?

A. Yes, sir. The second notice is sent on the anniversary date.

Q. You may refresh your memory from the premium record card, and do you recall the date of the anniversary date of the policy?

A. July 31.

Q. Now, if the checks have not come in by the due date, what do you do next with the notice?

A. If the checks have not come in the next step would be to go to the proper folder and if the policy is due on the 31st, this would be marked and then you would tear off the second notice which is already prepared, and then you would send this to the policy holder.

Q. Is there a pre-determination of any kind with respect to when these second notices will be sent out?

A. Yes, we have a schedule set up as to what day to send these second notices.

Q. Suppose you do not get these checks returned with the second notice, what, if anything, do you do then? What is the next procedure?

A. If the checks are not refured in five days, approximately, I say again, we would go again to the

31st folder, and pull a third notice. That is naturally the second series of checks, with the first notice goes the first series of checks and with the third notice the second series of checks is sent, to the policy holder.

Q. Now, if you don't receive the checks by the time the third notice is sent from the folder, what is done then?

A. I have just described what is done with the third notice.

Q. Well, suppose the checks have not come in after the third notice is sent, what is done then?

A. If a series of checks has still not come in, the first, second and third notices are gone, the 4th notice is used inside the office. We wait approximately five days after the lapse date of the policy, the last day of grace of the policy and that is a white sheet.

Q. Why do you wait five days.

A. To allow for a delay in the mail.

Q. What do you do after approximately five days after the grace period?

A. We again go to the folder for the 31, and pull the remainder of the notice set, that is when we pull the lapse notice. We then destroy that set except for the lapsed notice and the lapse is posted on the premium record.

Q. Is there any other way the premium card is posted, as to lapses, except from the lapsed notice appearing in your folder?

A. Only from cancellations or returned checks.

Q. How do you know that the lapsed notice should be recorded on the premium record card?

A. Because it would be given to that department that handles these notices—

Q. Will you identify that on this picture. What the lapse notice is, is this the same lapse notice you sent as the set marked in evidence?

A. Yes.

Q. Under the procedures of your Company would the premium record card, which is in evidence, have been marked lapsed from any other source, except this?

A. Only in two other cases, one would be if a check was returned, or if policy holder requested cancellation.

Q. Now, if the check had come in, what measures would have been taken effecting the recording of lapse on the record card, if any?

A. If the checks had come in, assuming that they had come in after the first notice, when the checks were received by the renewal notice department the notice clerk would have gone to the folder containing the notices connected with those checks. The notice clerk would have pulled that set and from that set she would have detached an acknowledgment of receipt form; they would have mailed a notice to the selling agent form and a notice to the general agent form, the remainder of the set would have been destroyed. The selling agent form would have been sent to him, notifying him of payment and the general agent form would have been sent him notifying him of payment and the acknowledgement receipt form would have been sent to the policy holder. The check series would have been attached to the premium record card and sent to the premium record card department and they would have entered the number of checks received, and the amount of these checks, and the date of these checks.

Q. I am handing you the original premium record card. I will ask you what procedure that indicates was followed in the case of George Wilson?

Mr. Hobbs:
We object.

The Court:
Sustained.

Mr. Black:
I will ask the question in a different form. Is there any indication on this premium record card that the policy was cancelled at the request of Mr. Wilson, or for any other reason?

Mr. Hobbs:
We object.

The Court:
Sustained. I sustain the objection.

Mr. Black:
Mr. Steigner, if the checks had come in from Mr. Wilson, what would have been done with them upon arrival?

Mr. Hobbs:
We object.

The Court:
Overruled.

Mr. Black:
What would have been done with a series of checks if sent in by a policy holder standing in the same situation as Mr. George Wilson?

A. They would have been received first of all by the mail room and then carried to the notice department, we have been discussing. The notice department would have proceeded to the 31st folder. The notice would have been sent to the agent and the general agent and to the policy holder; and the checks would pass on to the premium record card department where the numbers are posted and the amount of the checks, and they would then deposit, the checks would be deposited.

Q. What kind of file are the checks kept in?

A. The checks are kept in a Remington-Rand fireproof locked file.

Q. Will you identify that in the picture?

A. Yes.

Q. Tell us what that picture shows.

A. That is a picture of me standing by the fire proof file, with one drawer pulled out. There are check series folders in there, and I am holding one check series folder.

Q. Was this picture taken in your department?

A. Yes.

Q. These numbers on the file drawer, indicate—what?

A. The numbers on the file drawer indicate that all checks filed behind that number have anniversary date of that number. All checks deposited on that date wil have that file number.

Q. Now, what is done with the first check of a series?

A. When a first check of a series comes in, assuming that the date of the first check is due it is deposited, the remaining eleven checks are filed.

Q. What happens when the second check falls due?

A. About a day before, or a few days before the second check is due.—The check is pulled from the check file and sent to the IBM Department.

Q. In what file number would Mr. Wilson's check have been kept? Where were they kept when the Company had some?

A. Being due on the 31st, his checks would have been filed in No. 31.

Q. Are procedures followed to catch a check not presented at a specified future time?

A. Yes, sir. We have a system whereby we can ascertain when a check should be pulled. We also have a system that tells us when a check is mis-filed, or it comes down at the wrong time, it shows this check has been mis-filed.

Q. Suppose for example, Mr. Steigner, that these checks had been misfiled, would that error have been detected by the machines that you have described?

A. Yes, sir. I would prefer that the IBM Supervisor describe that.

Q. Suppose, Mr. Steigner, that the check went in on the 21st day, would that error have been discovered?

A. Yes, sir. We would have sent the check down on the 21st day, it would have been pulled and sent to the IBM Department, and they have a system to catch any such error.

Q. Have you any personal knowledge of the misfiling of any of the checks of George Wilson?

A. I have no such knowledge.

Q. After your notices are prepared where do they go for mailing?

A. They go into the mail basket.

Q. To what department do they go?

A. They go to the mail room.

Q. Was the mail room in charge of Jacky Mattox during the latter part of 1954?

A. Yes, sir.

Q. He is here as a witness, is he not?

A. Yes, sir.

Q. Who gets the mail to you on a daily basis for handling in your department?

A. At the time Mr. Mattox received the mail, and delivered the mail to the various departments, after it had been opened and sorted.

The Court:

At this time we are going to adjourn until Monday morning, February 13, at 9:00 AM.

Thereupon Court was adjourned until 9:00 AM. Monday morning when Court was resumed.

Mr. Steinger, was called back to the witness stand.

Direct Examination (Continued): —

Mr. Black:

Q. Mr. Steigner, when on the stand Friday, you testified that the anniversary date of Mr. George Wilson's policy was July 31. I ask you what dates notices would have been sent to George W. Wilson in respect to need of additional checks?

A. Notices were sent twelve days before the due date, on the anniversary date, and five days after the anniversary date, to Mr. Wilson. If the date fell on a Saturday or Sunday, he would have been sent the notices on Friday or Monday.

Mr. Black:

I want the record to show that I asked the witness on Friday to tear off the lapse notice from what I thought was an extra set of notices; actually I found when I compared them later, that notices had been taken from the actual exhibit which was identified as Exhibit No. 5. I would like a complete set of notices to go in as Exhibit No. 4.

Q. Mr. Steigner, I hand you what purports to be two sets of notices, and I would like for you to refer to these and tell me what you find to be missing on each set—

A. On this first set the first notice to the policy holder is missing. It would be attached to this piece here.

Q. Now, refer to the next one, please.

A. On this second set the first notice to the policyholder is missing and the second notice to the policyholder is missing—

Q. Now refer to the other set?

A. On this set the first notice to the policyholder is missing; it would be attached here.

Q. You testified on Friday as to lapsed notices remaining in the file on the polcy—Will you tell us what was done with the lapse notice remaining in the file?

A. That notice remaining on the notice set was torn off approximately five days after the last day of grace and, then will be sent to premium record card, the premium record card department would enter the lapsed notice on the premium record card.

Q. Does a lapsed notice have any further value?

A. No. Only it is attached to the photostat of the premium record card when sent down. This window envelope is customarily used.

Q. Was that used in June and July of 1954?

A. Yes. It has been used since 1951.

Q. This is a series of checks, I assume there are 12. Are they filled out?

A. No. These are the type of checks we send on all policies, according to the type of policy we might have. This is the first check series notice to the policyholder. We sent these out first approximately 12 days before the due date.

Q. Is that a notice?

A. Yes.

Q. Are they the same type used in 1954?

A. Yes.

Mr. Black:

We offer this in evidence.

The Court:

They will be admitted as Defendant's Exhibit No. 10.

Mr. Black:

I am not clear as to how your Honor rules. I would like to ask the witness as to the conduct of his premium renewal department and whether or not any checks had been lost while under his supervision in the period of approximately July and August, 1954, after they had been received by the company?

The Court:

All right.

Mr. Black:

Mr. Steigner, I will ask you the question this way: Do you know of your own knowledge whether any checks were ever lost by the premium renewal department under your supervision from the period of

approximately July or August, 1954, after they had been received by the Company?

A. I do not know of any checks being lost by the Company.

Q. In the normal course of business would you have known of the loss of any checks?

Mr. Hobbs:
We object.

The Court:
Overruled.

Mr. Black:
Now, would you have known of the loss of any checks?

A. Yes, I would have.

Mr. Black:
This next question may be subject to objections, I defer to your Honor's ruling. I want to ask the witness whether or not he has confidence in the system that is in force in Colonial Life and Accident Insurance Company?

Mr. Hobbs:
We object.

The Court:
Sustain the objection.

Mr. Black:
You may have the witness.

Cross Examination.

Mr. Hobbs:

Q. Mr. Steigner, the facts you have testified to here in Court were all in respect to the records in your Company. You have no personal knowledge whatsoever as to whether receipts were sent to George Wilson or any other matters sent to George Wilson. Any personal knowledge as to what happened to George Wilson?

A. I believe I understand you. May I say that I do not tear off and send any of these notices personally. This is done by clerks under my supervision.

Q. Now, is there anybody in your Company that had any personal knowledge as to what he received or had not received from George Wilson?

A. The customary procedure is what took place, and we have confidence in that procedure.

Q. Now, your testimony and the testimony of the other witnesses from the Company is based entirely, as far as you know, on what you now find the records reveal as to this notice.

A. Yes.

Q. Do you have advertising literature that you periodically put in with these?

A. Yes, sir, but I don't have them with me.

Q. Now, isn't it a fact that the overwhelming percentage of the premiums paid into your Company are paid in by checks?

A. Of one sort or another, yes, sir.

Q. And that is the scheme that your Company has set up for the policyholders and the public, is it not?

A. When you said by check I thought you meant one type of check, as far as checks, you meant the check series.

Q. Yes, I didn't mean that, right now, my question is confined to the payment by check. Was that the scheme of payment that your Company has set up for most of the policyholders?

A. Do you mean by the check series?

Q. Any kind of checks. That is the scheme your Company has set up for your policyholders to follow?

A. Yes, sir.

Q. Now, do you have any payments at all except by this medium?

A. We receive a few by cash, and some by money orders.

Q. Do you send out any notices to your policyholders by registered mail?

A. No.

Q. On this receipt that has been produced by the Company, as part of their business records, where it shows the name George Wilson, in the premium notice I should call it, there isn't anything in your files bearing the name of George Wilson with the premium notice on it, is there?

A. No.

Q. Do you have a duplicate copy of it?

A. No.

Q. As a matter of fact, this is incorrect too, is it not? You don't send him a premium notice with a yearly increase for benefits attached to it?

A. His policy, Mr. Wilson's policy is a different type of policy. It does not carry the benefits. This is filled in by the IBM machines. If there is nothing filled out, they just tear this off.

Q. I am trying to bring out what you now say is actually a fact. You did not as a matter of fact send him a premium notice even if your records show that, with a yearly increase of benefits attached to the notice.

A. We have not, we would not send him a notice with yearly benefits attached.

Q. As I understand you now, if the answer is correct, that these statements in here are incorrect?

A. Yes.

Q. Now, there has been a great deal of talk here on examination about a lapse notice. Is this the lapse notice you were talking about?

A. Yes.

Q. Now, when did you send that to Mr. Wilson?

A. This was not to be sent to Mr. Wilson at all. This is kept in our office.

Q. You don't send the policyholder a lapse notice at all?

A. No.

Q. Well, who is this sent to?

A. That is sent to the premium record card department.

Q. Well, what lapse notice do you send the policyholder?

A. We do not send the policyholder a lapse notice.

Mr. Hobbs:

We move this be stricken, your Honor.

The Court:

Motion overruled.

Mr. Hobbs:

This was never communicated to George Wilson?

A. It was never meant to be, no, sir.

Q. Was he ever sent any notice that his policy has lapsed?

A. No, sir.

Q. Now, you said that if there had been any loss of checks in your department in the normal course of business you would have known about it.

A. Yes, sir.

Q. Lets assume that I have a policy in your Company, when I send the checks to your Company they are lost in the mail. Now how do you know that those checks are lost?

A. The answer is, I will know if they are within this particular department. They would have to come to that department.

Q. You don't even pretend that you would know if they were lost in the mail?

A. No

Q. Let me ask you this, suppose those checks were received by your department and the janitor had stolen some envelopes containing premiums, after they were received by the Company, how would you know that your Company had received those checks?

A. Sir, the mail is never in one person's hands. We do have some of us here who will testify as to the details of the mail department. I do know when the mail comes in, it is received by the mail clerk, in the presence of other people and then opened and passed on out to each department. There would be no chance for such a thing to occur.

Q. Is that a security measure?

A. Yes.

Q. No checks can be received and handled by only one person, can they?

A. No, it is a security regulation.

Q. I am not asking you about security regulations. Is it the regulations of your Company that these envelopes will never be handled by only one person?

A. It is not in the form of a regulation but it is our policy.

Q. Well, it would be entirely possible, would it not, that a person might be carrying some of these envelopes from one room to another, without any armed escort or any people travelling along with him and lose just one, is that possible?

A. In the operation of our company that would be an unusual situation, such things as that are transported in baskets.

Q. It is unusual for checks to get lost is it not?

A. Very unusual.

Q. Now, lets assume for a moment that I get a notice from the Company that my checks are due, and that I mail the Company a series of twelve checks, which have been mailed to me by the Company and post-dated by the Company, and I drop those checks in the mail, what notice do I get from the Company to tell me that these checks have not been received, and as a matter of fact they were never received.

A. You would get the next notice telling you that the checks had not been received, assuming that they had been sent that would be your second notice of the premium due.

Q. Doesn't it state that if these checks have been mailed to disregard this notice?

A. Yes.

Q. Isn't that what it reads?

A. Yes, but your question was what notice would you receive if they had not been received.

The Court:

I think you have already stated that is the only notice you would receive.

A. The second notice is sent. Now lets assume that you would feel that we had gotten the checks and you had received this notice at the time you mailed the checks. Then to clarify this five days after due date we send the third notice. That would be the notice you would receive that would indicate that we had not received the checks.

Q. Don't the notice also state right plainly on the face of it that "If you have already mailed a series of checks on this policy, please disregard this notice." Is that true?

A. Yes.

Q. You never sent any lapse notice?

A. The third notice five days after the anniversary date is the last notice we send.

Q. Lets assume that after this notice, this second notice, or after the third notices is sent that I drop my twelve checks in the mail, or that one of these gentlemen drops twelve checks in the mail, and every year he has done it in response to your request, and for some reason unbeknownst to him the checks are lost in the mail, or a janitor or somebody gets them, what does he receive from the Company to indicate to him that that policy is no longer in force?

A. He would receive only the three notices.

Q. He had already gotten the notices, and the last one he had told him to drop his checks in the mail.

A. He would not receive a lapsed notice.

Q. Would he receive any notice at all that the policy was not still in force and effect?

A. He would not of course receive any canceled checks.

Q. We didn't ask you that we asked you—

Mr. Baker:
We object.

The Court:
Overruled.

The Court:
You asked what notices he would receive. It is a question whether he would receive canceled checks or not.

Mr. Hobbs:
He said he would not receive canceled checks.

A. He would not receive any positive notice of the lapse.

Q. Now, on this notice, as a matter of plain fact, isn't there a statement "We are enclosing herewith a new series of checks, for you to sign, and return to this office, thus assuring that your policy will be kept in force for another twelve month period." That is the first one?

A. Yes.

Q. Then on the second one, second notice, "By signing and returning these checks today, you can be assured that your future is protected."

A. Yes.

Q. Doesn't the notice itself, which you send to this man, state, "That the check represents premium payment on the policy."?

A. Yes.

Q. Do you, anywhere, on any literature that you send to the policyholder, instruct him to watch for canceled checks?

A. No, sir.

Q. As a matter of fact you assure him if he drops his check in the mail that his future is insured with th Company. Do you not?

A. Yes, sir. I believe the notice also states—

Q. I am not asking you about that, but isn't statement on the notice?

A. It is on the receipt.

Q. I am talking about these notices.

A. That is right.

Q. In how many states do you have policyholders?

A. I believe about eleven.

Q. Now, over what area are those?

A. I believe roughly the south-east and, Missouri, Kentucky and Pennsylvania.

Q. Now, how are your envelopes normally addressed?

A. The premium envelopes are not addressed. We have window envelopes, and the addressing is put on by the IBM machines, and it shows through the window of the window envelope.

Q. How is that addressed?

A. By a machine that operates from a set of punched cards running through the machine, it prints the addresses on there.

Q. Do you send envelopes to the policyholders for their use?

A. Yes.

Q. What does that envelope have on it?

A. It is addressed to Colonial Life and Accident Insurance Company.

Q. Does that envelope go with every notice?

A. Yes.

Q. Was that filed with that motion to produce?

A. That I don't know.

Q. Didn't you just testify that was everything that went to the policyholder?

A No. I don't believe I did. Counsel asked me to identify that and I said it was a series of checks and notices that would go with the first notice. I don't believe I testified that was everything that went with the first notice.

Q. How long has the writing been on the back of that receipt, which you say is sent to the policyholder, how long has that been on there in the present form that you have on there?

A. I came with the Company in June of 1951 and at that time this form had been made up. I imagine they would go back probably before I came with the Company in 1951.

Q. Now, whose signature went in there where it says countersigned, whose signature would go in there?

A. We have a girl there who acts as cashier. Who she was at that time I am not sure. They countersign each notice. I believe it would have been Miss Martha Knox, but I am not sure.

Q. Would any other signature appear on there?

A. Only the Vice President's Mr. Judy.

Q. Now, I refer you to the general provisions in the policy there, where it says: "Premiums are payable at the Home Office of the Company on or before the dates when due in exchange for official receipts signed by the President or Treasurer and countersigned by such agent." Does agent there have any reference to the agent who took up—May I ask who was the agent referred to?

Mr. Baker:

He is asking this witness to give his opinion to a question of law. We object.

The Court:
Sustain the objection

Mr. Hobbs:
Who is the agent referred to?

A. I don't know.
Q. You are the person in charge of handing out these notices, are you not?
A. Yes.
Q. You don't know what the policy means when it refers to the notice you say shall be countersigned by such agent?

Mr. Baker:
We object to a question of law.

The Court:
Sustain the objection.

Mr. Hobbs:
Let me ask you this, in the history of your Company, in so far as you have personal knowledge, do you know of any occasion where the Company has ever demanded that a policyholder produce this receipt, or one similar to it in order to get payment?

Mr. Baker:
We object to that.

The Court:
Sustain the objection.

Mr. Hobbs:
Were any of these procedures of your Company ever communicated to George Wilson as to how they handled the mail room and how--

Mr. Baker:
We object to that.

The Court:
Overruled.

Mr. Hobbs:
These procedures, these pictures, all this information you have tried to illustrate with pictures, was never communicated to George Wilson?
A. Not to my knowledge.

Mr. Hobbs:
No further questions.

Re-Direct.

Mr. Black:
Q. Mr. Steigner you were asked on cross examination whether any positive notice went out to a policyholder, that his checks had not been received. I ask you whether any positive notice goes out to a policyholder that the checks had been received?
A. Yes, sir.
Q. What would that notice have been?
A. That is on the notice on the left hand side at the top of the receipt, it acknowledges the checks have been received.
Q. Does a policyholder as far as the Company is concerned have access to the bank statements to determine if a check has been paid by them?

Mr. Hobbs:
I object.

The Court:
Sustain the objection.

Mr. Black:
Mr. Steigner, please refer to premium notice, which I hand you and which is in evidence, and tell me for what period premium notices are sent.

Mr. Tipler:
We object.

The Court:
Overrule the objection.

Mr. Black:
Tell me for what period premium notices are sent?

A. That would be for twelve month period beginning with July 31, 1954.
Q. Would you read the top notice up there?
A. "The monthly premium on the insurance contract below will become due at the date shown."

That is all.

Re-Cross Examination.

Mr. Hobbs:
Q. Could you show us any where in this policy which is a contract between the insured and the Insurance Company, where the insured is informed that he will receive a premium receipt on payment of his checks to the Company?

Mr. Baker:
We object.

The Court:
Overruled

Mr. Hobbs:
If you don't know, you can so state.

A. I don't know, that it is in the policy.

Q. Does it state in that policy that the payments made at the Home Office will get for the policyholder, a premium receipt?

A. I believe it would be in provisions 1, as you pointed out.

Q. All right, sir, read that?

A. "Premiums are payable at the Home Office of the Company but may be made to an authorized agent of the Company on or before the dates when due, in exchange for official receipts signed by the President or Treasurer, and countersigned by such agent. Such receipt shall be the only evidence of payment binding on the Company. The payment of any premium shall not maintain the policy in force beyond the date when the next payment becomes due except as herein provided."

Q. All right. Doesn't this say the premiums are payable at the Home Office of the Company, but may be made to an authorized agent in exchange for an official receipt signed by the President or Treasurer and countersigned by the agent?

A. I don't know that these are countersigned by the agent.

Q. So these receipts are not the receipts referred to in here, are they?

Mr. Baker:
We object.

The Court:
Sustain that objection.

Mr. Hobbs:
That is all.

MISS BARBARA RODGERS being called as a witness by the defendant being duly sworn, testified as follows:

Direct Examination.

Mr. Black:
Q. You are Mrs. Barbara Rodgers, your husband is Mr. Will Rodgers of South Carolina?
A. Yes, sir.
Q. And he works for the Colonial Life Insurance Company?
A. Yes.
Q. What work does Mr. Rodgers do for the Company?
A. He is in charge now of the IBM machines and the Record Department.
Q. What exactly are IBM machines.
A. They are International Business Machines, and we call them electric accounting machines.
Q. Are you connected with the Colonial Life Insurance Company?
A. Yes, I am. I am the assistant secretary.
Q. Did you have anything to do with the installation of the IBM machines in the Colonial Life Insurance Company?

A. Yes.

Q. When an application for a policy comes into the Company, is any information obtained from that application by your department?

A. Yes, sir.

Q. What information is obtained and what is done with it?

A. We first pick up the issue date and then the policy number, and then we pick up what we call an agent's account code. We pick up the date, the month and year and the amount, for our state code, for tax, premium tax purposes.

Q. And the method of payment, what is done with that information?

A. It is punched into a card.

Q. Is that punched card used with the International Business Machines?

A. Yes, sir, that is the only means to make the machines work.

Q. Tell me what machine is this by which you are standing.

A. That is what we call a key punch machine. We offer these pictures in evidence.

(Received and marked Defendant's Exhibit No. 11.)

Q. Mrs. Rodgers, is there any system or method for verifying or testing it?

A. Yes, sir.

Q. You have identified that machine, and now can you identify this picture?

A. Yes, sir. That is what we call a Verifier.

Q. How does that work?

A. When you have an error you notice that I am pointing at a light. That is what we call a red light. When we have an error the red light comes on and the card stops and the machine locks. Then the operator checks to see where she made an error on the machine. Then after a card is verified it goes to the Collator and it is matched.

Mr. Black:

We offer this card in evidence.

(Received and marked Defendant's Exhibit No. 13.)

Q. Is that the picture you have just identified? The Verifier?

A. Yes, sir.

Q. Mrs. Rodgers, you graduated at the University of South Carolina, did you not?

A. Yes, sir.

Q. And in what field of work did you specialize?

A. I have a B.S. degree in accounting, and a year of graduate work in Statistics.

Q. Now, Mrs. Rodgers, did you at my request make up some punched cards on one of your machines?

A. Yes, sir.

Q. And a series of checks and notices?

A. Yes, sir.

Q. Does your department have anything to do with the preparation of the punched cards, notices, and checks?

A. We do all the work on the check series and make the notices.

Q. Now, these punched notices, do they have any particular person's name on there?

A. Oh, yes. I made a John Doe notice. The second card shows the address, the Manilla colored card is the deposit card, and it is the means by which we deposit the monthly checks. This is what we call our checks card, we run a series like that we have here.

Q. Did you make these for a particular person.

A. Yes, they are all the John Doe notices.

Q. Are those checks printed automatically, you say?

A. Yes, sir. These are just sample cards.

Mr. Black:

These checks have been identified as Defendant's Exhibit No. 14.

(Received in evidence and marked Defendant's Exhibit No. 14.)

Q. Mrs. Rodgers, when a man has given a series of checks for monthly payment of his premium, I ask you, what, if anything, is done with the card?

A. We pull his notice card and we match them against the checks.

Q. By matching them with his checks what is the result?

A. We have a machine that pulls the policy number of the notice, matches it with the policy number, with the checks, with that we are sure that each policyholder who pays by a monthly check has a monthly notice.

Q. Does the act of matching furnish verification or non-verification of the accuracy of the work that is done?

A. Yes, sir, it furnishes verification of the accuracy.

We offer in evidence the pictures of the tabulating machine.

(Received in evidence and marked Deft's Ex. No. 15.)

Q. What process was in operation at the time this picture was taken?

A. We were punching the cards.

Q. Mrs. Rodgers in the matching of cards in respect to a particular date what did you say that was done for?

A. We have to run on the IBM machine a set of notices, and the set of notices is needed for each policy.

Q. Are any tests made to verify the correctness of your work?

A. Yes, sir. When notices are being run, we have checked all our cards, and we have an operator who does nothing but watch the cards on the machines to be sure they are correct.

Q. Are the machines operated without or with supervision?

A. They have supervision at all times.

Q. Do they sometimes make mechanical mistakes themselves?

A. Well, we do have mechanical trouble with the machines. But when an error is made the machine will stop. We have a service man on call at all times.

Q. Do you have any additional facilities in the office to substitute for a machine that has mechanical trouble?

A. We have duplicate machines. We have an additional tabulating machine that can carry on the work.

Q. The actual check after being printed by the IBM, is it or is it not ever returned to the machine record department for any action?

A. Yes, on the deposit date, the check is returned by the IBM Section. We have a pre-determined deposit card, and we punch another card, and on that card we put the policy number and the amount of the check and we match this with our pre-punched deposit card, in order to determine which check should be deposited for that day.

Q. All right, if there are any errors in that comparison, how does the error show up?

A. You would turn up with the pre-punched card, an IBM card, with no checks attached or you can turn up with a check that has no pre-punched IBM card.

Q. How is the error rectified, if it is rectified?

A. We send upstairs to our premium record card department, and check, in order to find why we have no check for a particular card; and why we had turned up with a check for which we have no pre-punched deposit card.

Q. I believe this photostat is already in evidence. I hand you that, and ask you to look at that, please, and tell us what it is?

A. This is a list of lapsed policies, pulled out of our files, during the month of September, 1954.

Q. Mrs. Rodgers, I am going to turn over a half dozen pages now, and ask you if this list contains the name of George W. Wilson?

A. Yes, sir.

Q. What is the policy number?
A. The number is 7376.
Q. We want to offer this list in evidence.

(Received in evidence and marked Deft's Ex. No. 16.)

Q. Mrs. Rodgrs, from what is that list of lapsed notices prepared?

A. From the notice cards themselves, from which we ran notices at a particular date or at a particular time.

Q. Does the fact that you have on your record card there a particular name listed, is it any indication of what the status is of that policy?

A. Well, according to the IBM record that policy was lapsed. We wanted to be sure that no checks, or that nothing had been received upstairs in our premium record file. So, we listed this policy and sent it up there. They are checked, you will notice that there are red checks on them indicating there that they were in the lapsed file.

Cross Examination.

Mr. Hobbs:

Q. Mrs. Rodgers, if a man sends in his checks, twelve post-dated checks, and those checks are lost in the mail, or if they are pilfered in the mail room these procedures would operate in the same way as they would if he had never mailed them, would they not?

A. If we don't have a check, we can't make a deposit?

Q. All these procedures that you are talking about are based on what you receive in your room. You are not attempting to testify as to what would happen if a man mailed a check and it was not received or if a man had not actually mailed it, would it.

A. I was dealing with the IBM procedures.

Q. Do you have any personal knowledge whatsoever about Mr. George Wilson's policy? Other than from your records?

A. No.

Q. Now, are these machines about which you have testified, are they the same type of machines that are used for example by the Veteran's Administration, in the G.I. insurance.

A. We have various degrees of machines. I am sure that on the whole they are the same type of machines as used by other big corporations.

Q. And this is about the same type of machines that is used by other big business operations?

A. Yes.

No further questions.

JACKY MADDOX, called as a witness, being duly sworn, testified as follows:

Direct Examination.

Mr. Black:

Q. Your name is James D. Maddox, and your nick-name is Jacky.

A. Yes, sir.

Q. You work for the Colonial Life and Accident Insurance Company?

A. Yes, sir.

Q. Were you employed by them in 1954?

A. Yes, sir.

Q. You worked in charge of the mail room until January, 1955, is that correct?

A. Yes, sir.

Q. Are you married?

A. Yes, sir.

Q. You live in the City of Columbia, S. C.?

A. Yes, sir.

Q. You have been promoted since you left the mail room?

A. Yes, sir.

Q. I am going to hand you here a half dozen pictures and ask you what they show, please? How many regular employees were there in the mail room in 1954? In July and August of 1954? Besides yourself, if any?

A. No regular employees.

Q. Was the mail opened by you and in your presence and with the assistance of other people?

A. In my presence by a helper.

Q. Tell me how the mail came into the office?

A. In a mail bag.

Q. Is that a regular United States mail bag such as the one I hand you?

A. Yes, sir.

We offer this in evidence.

(Received in evidence and marked Deft's Exhibit No. 17.)

Q. Does this picture show approximately the same layout as existed in there in 1954?

A. Yes, sir.

Q. Is there any significant difference in it?

A. No, sir.

Q. How is the in-coming mail delivered to the mail room, Mr. Maddox?

A. I take it there myself.

Q. The in-coming mail?

A. It is brought in by the mail man. The postman.

Q. It is brought in a sack such as you have there?

A. Yes, sir.

Q. Can you tell us approximately how much mail you get?

A. On an average of 500 to 1,000 pieces daily.

Q. How much does a sack such as you have there fill up?

A. I will show you.

The Court:

I take it all this testimony relates to what occurred in 1954?

A. Yes, sir. With the exception of Monday there would be about this much.

Q. About what percentage of the mail bag did that fill?

A. About one-fifth I would say.

Q. Is the mail heavier on Monday?

A. Yes, sir.

Q. Is it heavier after holidays?

A. Yes, sir.

Q. Does it have a draw string on the bag?

A. Yes, sir.

Q. Where was the mail brought into the Colonial Life and Accident Insurance Company office?

A. It is brought to the Counter.

Q. Then what happens to the mail?

A. The switch board operator calls me and I pick it up. I take it back to the mail room.

Q. Would there be other people there present when the mail was un-loaded?

A. Yes, sir.

Q. What processing would be given that mail?

A. The mail bag would be opened and emptied on the table and it would be date stamped. The date would be imprinted on it. Then the contents would be taken out and assorted.

Q. Is this the cutting machine illustrated in this picture Deft's Exhibit No. 17?

A. Yes, sir.

Q. Where is that cutting machine?

A. I am standing by it in the picture.

Q. How is it operated?

A. Electrically.

Q. How do you use it to open the envelopes?

A. It has a rotary blade in it, and you take the envelope and push it in.

Q. What cutting do you do?

A. Cut two sides, the top and end.

Q. Then what is done with the mail?

A. It is placed in a stack and placed in front of the people appointed to open it, and then they clip the contents to the envelope.

Q. Is any date of receipt recorded at any time?

A. It is put on the envelope before it is opened and after opening stamped on the contents.

Mr. Black:

Your Honor, I would like to digress a moment. This bag belongs to Uncle Sam. I can't put it in evidence.

Q. How is the bag locked?

A. You pull it up like that and clamp it down like that, so it can't be opened, and that locks it.

Q. Is there any other lock on it?

A. No, sir.

Q. It could be opened?

A. Yes, sir. It could be opened.

Q. What else is done?

A. After it is opened and stamped with the date stamp, the date of receipt, it is assorted into the various baskets, and it goes to the various rooms or departments.

Q. What percentage of it is for the premium renewal department?

A. I would say about two-thirds of it.

Q How is the assorted mail placed?

When the mail is sorted into what are the envelopes or contents of the mail placed?

A. In the baskets, the various baskets.

Q. Do you have a basket for the premium renewal department?

A. Yes, sir.

Q. How long did it take you to finish opening and sorting and processing of the mail?

A. With the exception of Monday, I would say about an hour and a half on an average.

Q. Then what do you do with the mail?

A. All the mail is placed in baskets and I deliver it to the various department heads.

Q. Mr. Maddox, in delivering the mail to departments have you, of your recollection, ever dropped a piece of mail?

A. No, sir.

Q. What instances, if any, have there been of losses in the mail room?

A. No instances.

Q. Of checks, correspondence or things of that kind?

A. No instances.

Q. Was a piece of mail once lost for a time?

A. I had one occasion when a piece got between two boxes when the mail was brought in, and that was outgoing mail.

Q. Did you exercise care with respect to in-coming and out-going mail?

A. Yes, sir.

Q. If a piece of mail had fallen on the floor, what treatment would have been given it?

A. I would have picked it up and put it where it belonged.

Q. Lets talk about the outgoing mail. I am going to hand you a series of pictures and ask you to please identify these for me and tell me what they show? This is Deft's Ex. No. 18.

A. This box is used for outgoing mail.

Q. Who brings the mail and puts it in those boxes?

A. People from the various departments.

Q. Is there any examination made of the mail as it is brought into the mail room for the purpose of determining whether it needs 3c postage?

A. Yes.

Q. Who made it in 1954?

A. I did.

Q. Tell us how you did it.

A. I picked up a bunch of mail like the picture shows, if an envelope looked heavier than it should I would weigh it.

Q. Did you, at my request, weigh a piece of mail containing 12 outgoing checks, and such other material as went into the envelope?

A. Yes, sir.

Q. Will you tell us how much postage that required?

A. Six cents.

Q. Did you at my request weigh a window envelope with a notice and a series of 12 checks, such as was offered in evidence here this morning, coming back to the Company?

A. Yes.

Q. Will you tell us how much that required?

A. Three cents.

Q. Mr. Maddox, what is this machine, Defendant's Exhibit No. 19,

A. That is a stamping and sealing machine.

Q. I suppose the name of the machine indicates its purpose. What does that do?

A. It stamps and seals the envlopes.

Q. Mr. Maddox, does the machine ever spill any mail?

A. It has.

Q. Is that operated under supervision?

A. Yes, sir.

Q. What occurs if you spill any mail?

A. Stop the machine and pick up the mail and place it back in the stack.

Q. Do you ever exercise any care to see that nothing remains on the floor or table?

A. Yes, sir.

Q. Have you of your own knowledge ever lost in the mail room any outgoing material?

A. No, sir.

Q. Mr. Maddox, what errors, if any, can the stamping and sealing machine make and how does it show up in that office?

A. Well it can pull a double envelope on the machine and only stamp one, or it can pull two envelopes

through and get just half a stamp on each envelope, that is about all.

Q. Does an error like that come to light?

A. Yes.

Q. How?

A. When you watch those envelopes come through you can tell whether they have a stamp on them or not.

Q. Do any of those envelopes ever go to the Post Office without sufficient postage on them?

A. Yes, sir.

Q. What does the Post Office Department do with it?

A. Send it back.

Q. When he sends them back, what do you do with them?

A. It is according to the type of envelope that comes back. If it is a window envelope, I take the mail out and put it in another envelope and drop it in the mail bag. If it is an addressed envelope, it is opened to determine what Department it goes to, and it is taken back to the Department, for re-handling.

Q. Is it a fairly frequent occurrence for mail to be returned for improper postage?

A. Not too often.

Q. Now, from the stamping and sealing machine, where does the mail then go and what is done with it?

A. Then it is placed on the table in stacks of 3 to 5 inches, I would say, and separated into mail that is for out-of-State or for South Carolina and then tied up and placed in the mail bag.

Q. Is the mail bag that is shown in this picture Plaintiff's Exhibit No. 20, such a one as you have in this picture here?

A. Yes, sir.

Q. What mail is tied up?

A. All out-going mail except that in manilla envelopes, that is the large 11 inch envelopes.

Q. How is that placed in the mail?

A. It is just placed in the bag.

Q. When the mail is put in the bag, how large is your out-going mail?

A. It is usually full.

Q. What is done with the mail sack after the mail is put in it?

A. It is taken off the stand and tied up and the lock is drawn as tight as it can be drawn and then locked.

Q. How does that mail get to the Post Office?

A. I call a cab and take it in the cab to the Post Office.

Q. Have you got a regular arrangement with the cab company?

A. Yes, sir.

Q. Do you accompany the mail to the Post Office?

A. Yes, sir.

Q. Do you take it out of the Colonial's office and take a cab?

A. Yes, sir, with the help of the taxi driver.

Q. Do you then ride with the mail to the Post Office?

A. Yes, sir.

Q. To whom is that mail delivered to at the Post Office?

A. It is taken inside of the post office and placed where they receive mail.

Q. All right, sir. When Uncle Sam's representatives in the Post Office receive it, what do you do then?

A. Sometimes I go back to the Company or if I have business down town I go down town.

Q. Do you think that there is any possibility from your observance of any mail getting lost after it is put in the outgoing mail bag in the Colonial office until the time it is delivered in the Post Offce?

Mr. Hobbs:
We object.

The Court:
I sustain that objection.

Mr. Black:
Mr. Maddox, in so far as incoming mail is concerned you testified as to how that was delivered in the Colonial's office, does any one except the Federal man and you have access to that bag while in Colonial's office?

A. Yes, sir.

Q. Who has access to it?

A. Until I would get it myself, any person in the office.

Q. When you get the bags are they fastened with attachments?

A. Yes, sir.

Q. Have you ever found an indication that any of the bags being opened before you got them?

A. No, sir.

Q. I think that is all.

The Court:
We will now have a ten minute recess. After recess the case was resumed.

Cross Examination.

Mr. Hobbs:

Mr. Maddox, when we left off, I believe you had said that you never observed any evidence that this bag had ever been opened. Now, will you tell us how you would know if it had ever been opened? Is there anything about the lock that would tell you if it had been opened?

A. The only way I can tell is that it is locked.

Q. Do you know of anything to prevent anybody from opening this bag? Taking something out of it and then shutting it down, and your not knowing anything had been done?

A. There would be no reason to.

Q. That is not what I asked, the question you were asked whether or not you had ever observed any indication that it had been done, and what would indicate to you that that had been done?

A. No indication.

Q. And you don't have any personal knowledge of this transaction between this insurance Company and the Defendant George Wilson, do you?

A. No.

Q. And is this mail procedure to which you have testified, is that similar to the procedure that is indulged in by—with respect to mailing, by the Veterans Administration with its G.I. Insurance?

A. I do not know.

Q. Is it similar to the procedure used by most large insurance companies?

Mr. Black:

We object.

The Court:
Sustained.

Mr. Hobbs:
Now what did you indicate was the approximate mail that you would receive there or a Monday, about how many pieces of mail?

A. I did not give the average on Monday. I said with the exception of Monday, 500 to 1,000 pieces.
Q. Now, what is an average Monday?
A. Approximately twice that much.
Q. Now, when you say pieces of mail, you are not referring to the number of checks. You mean there would be that many envelopes?
A. Yes, the number of envelopes.
Q. And many of these envelopes would contain as many as 12 checks, would they not?
A, I would say so.
Q. So if you got, lets say 2,000 pieces of mail there you might get as many as 20,000 checks on a Monday, mightn't you?
A. I couldn't say.
Q. No further questions.

Z. T. MORRIS, called as a witness, being duly sworn, testified as follows:

Direct Examination.

Mr. Baker:
Q. Will you state your name to the jury, Mr. Morris?
A. Z. T. Morris.

Q. Where do you live, Mr. Morris?
A. Geneva, Alabama.
Q. What is your occupation?
A. Insurance salesman.
Q. Are you connected with the Colonial Life and Accident Insurance Company? The defendant in this case?
A. Yes, sir.
Q. Were you acquainted with Mr. George Wilson during his life time?
A. Yes, sir.
Q. Are you acquainted with Mrs. George Wilson?
A. Yes, sir.
Q. Mr. Morris, did you write the policy of insurance involved in this case?
A. I did.
Q. Are you familiar in a general way with the company's system of sending notices on the payment of premiums?
A. Yes, sir, I am.
Q. Do you get any of those notices as agent of the company?
A. Yes, sir.

We offer this notice in evidence.

(Received in evidence and marked Deft's Ex. No. 21.)

Q. I will show you exhibit marked for identification as Deft's No. 21, and headed, "Agent's Notice" and I ask you if you recall receiving such a notice in the case of George Wilson, in the year 1954?

Mr. Hobbs:

Your Honor, we object unless it is shown that it is the notice he received.

The Court:

Overrule the objection.

Mr. Baker:

Go ahead, Mr. Morris.

A. We received that notice, and I usually write them a letter, or contact them personally.

The Court:

"Write them a letter or contact them personally," is excluded, Gentlemen. That is not for your consideration. That he received a notice such as this is admissible.

Mr. Baker:

Do you recall what you did, in the case of George Wilson, upon receipt of this notice?

A. I went to see Mrs. George Wilson.

Q. Lets see if we can fix the time, Mr. Morris, when is that notice sent out to you, or when, approximately, did you receive it?

A. The notice is mailed on the due date to the agent.

Q. Now, you say the due date, what would be the due date for Mr. George Wilson's policy?

A. July, 31, 1954.

Q. So that ordinarily that is mailed to you on July 31st, is that correct?

A. That is correct.

Q. Will you state approximately when you received that notice?

A. Around the 3rd of August.

Q. Was that 1954?

A. Yes.

Q. Then what did you do in regard to Mr. George Wilson, after receiving that notice?

A. I went to see Mr. Wilson.

Q. Now, did Mr. Wilson make any statements to you in that visit in regard to checks?

A. He did.

Q. Just go ahead and tell what occurred on that visit which you made to Mr. Wilson.

A. I went into Mr. Wilson's office and I spoke to him, and I told him: I said "George your insurance is on a lapsed period, please get your checks in. You only have a few days." He said: "O.K. Zack, I will tend to it." He said, "They are there in the drawer. I received them." I said, 'Be sure and tend to it.' and he said, "I certainly will." and I left.

Q. Well he pointed to his desk and said "I received the checks and they are there in the drawer?"

A. That is right.

Q. And that was sometime after August 3rd, 1954?

A. It was sometime between the 3rd and the 5th, of August, 1954.

Q. And that was after the second notice was sent out?

A. Yes, the notice that I received.

Q. Now, Mr. Morris, do you file those notices, or what do you do with them?

A. I just discard them. I don't keep them.

Q. Now, Mr. Morris, I will show you a document marked Deft's Ex. No. 22 for identification. Now, when checks are sent in, does the agent receive any sort of notice?

I show you the document marked for Identification as Deft's Ex. No. 22, and ask you if that is the notice you would have received if Mr. Wilson had sent a check in?

A. It is.

Q. Did you ever receive an agent's receipt for a series of premium checks being the yellow sheet marked Defendant's Exhibit No. 22, in the case of George Wilson?

A. I did not.

Q. You did not. Now, Mr. Morris, do you have considerable life insurance business in force?

A. I have.

Q. Do you personally keep up with each policy to know yourself whether it is in force?

A. Yes, I do. They send me a statement and I check it over. When I receive a yellow sheet, then I check it off the statement the Company sent to me.

Q. Did you ever receive any statements showing the payment of any premiums on George Wilson after September, 1954?

A. I did not.

Q. Did you receive any commissions on premiums on Mr. George Wilson after September of 1954?

A. I received in August 97c, but in September they charged the 97c back to me, in my statement from the Company.

Q. They charged you back 97c in your statement for commissions you received on George Wilson's policy?

A. That is right.

Q. Now, Mr. Morris, how had you heard of the death of George Wilson?

A. Through a clipping in the Dothan Eagle.

Q. When learning of his death, what did you do?

A. I went to see Mrs. Wilson.

Q. Did you have a conversation with Mrs. Wilson?

A. I did.

Q. When and where did that conversation occur?

A. Down in George's office, down at the Wilson Motor Company.

Q. Did that conversation relate to the policy of insurance involved in this case? As to whether or not it was in full force and effect?

A. It did.

Q. Will you state to the jury the substance of that conversation?

A. Well, when I read this notice, the next morning I went up to Opp, carrying this clipping with me. I walked into the office. Mrs. Wilson was in there. I shook hands with her and I told her I was very sorry to learn of George's death. She said: "Yes, it is mighty bad." Thinking all the time and not knowing that George hadn't sent in his checks, I said: "Mrs. Wilson, I am doing for George what I think George would do for me, under the circumstances. You do not have to hire an attorney in this case. I am going to attend to this thing. I am going to write the Company to mail a claim blank." In the meantime I said, "Have you a check?" She said, "No." I said, "In the meantime you check with the bank. I pay mine on the monthly plan and George does, too, and each month they come back, and in your statement on the first of the month your check then goes in there. You check with your bank.' She says: 'I will." So I left with that.

Q. At that time, did she make any statement to you to indicate whether or not she knew whether the policy was in force and effect, or not?

A. No, sir.

Q. Did she make any claim of having mailed that check back in 1954 at all?

A. No, sir.

Q. Just tell what happened in reference to the policy? Did you see the policy, itself?

A. I asked her "Where is the policy?" She said, "I don't know. I presume it is back here with these other papers." I said: "All right. Get the policy and let me see it." She brought out several papers and I said: "That is the policy, hand it over to me." I looked at it and then is when I told her. I said: "Mrs. Wilson, you don't have to hire an attorney in this case. I will attend to it as I stated before."

Q. Do you know how the premiums were paid on that policy?

Mr. Hobbs:

We object to that.

The Court:

I sustain the objection.

Mr. Baker:

Did she make any statement at all in reference to whether or not that policy was in force and effect?

A. She did not.

Q. Did she make any request of you to get back any checks, and if so, how did that come about?

A. I told her that I would write the Company to mail her a claim blank and if there was any remaining checks at the Company to mail them to her. And she thanked me and said, "Much obliged to you."

Q. Did she make any statement about having mailed a series of twelve checks to the Company in July of 1954?

A. She did not.

Q. Did you have any further conversation with Mrs. Wilson about this policy, Mr. Morris?

A. Yes, sir. Some three weeks, I guess, or a month, she came to Geneva to see me, and then is when she told me that she had mailed the checks.

Q. That was when, now?

A. Some three weeks ago or four weeks, I don't know.

Q. Now, did you have any further conversation with her shortly after Mr. Wilson's death?

A. No, I did not. The only time was when I received that clipping and cut it out of the paper, and then I went to see Mrs. Wilson.

Q. Did you have a telephone conversation with Mrs. Wilson?

A. I did.

Q. When did that occur?

A. I guess two days after I wrote Mrs. Wilson and told her that I was very sorry but I had just received notice from the Company that the policy lapsed, and it wasn't in effect. Then I wrote the letter, and she was crying over the phone and asked me, she said: "She had heard about it she had gotten my letter, and what can I do?" I said: "Mrs. Wilson, I am very sorry, there is nothing you can do, the policy has lapsed, according to the records of the Company."

Q. Did she make any claim at that time, the latter part of July, 1954, that she had put in the mail the series of 12 checks?

A. She did not.

Q. She didn't mention it?

A. No, sir.

Q. The first time you heard about it was after this lawsuit was filed, some two or three weeks ago?

A. That is right.

Q. Now, Mr. Morris, do you know whether or not Mrs. Wilson was regularly employed by Wilson Motors?

A. She was not.

Q. She was not regularly employed?

A. No.

Q. Did you have occasion to be in and out of Wilson Motors a good many times?

A. Yes, sir.

Q. Who did you handle Mr. Wilson's insurance business with Mr. Wilson or Mrs. Wilson?

A. Mr. Wilson.

Q. So far as you know, have you ever handled any business transaction concerning Mr. Wilson with Mrs. Wilson?

Mr. Hobbs:

We object to that.

The Court:

Sustain the objection.

Mr. Baker:

It is in rebuttal, if the Court please, that she handled all his personal business.

The Court:

Any business transaction I will let you ask that.

Mr. Baker:

Mr. Morris, have you ever handled a business or insurance transaction involving Mr. George Wilson with Mrs. George Wilson?

A. I have not, no, sir.

I believe that is all.

Cross Examination.

Mr. Tipler:

Q. Mr. Morris, you did discuss the insurance with Mrs. Wilson right after Mr. Wilson's death, did you not?

A. I did.

Q. And you discussed it with her on the telephone, when she called you up after receiving your letter, did you not?

A. Yes, I did.

Q. And you discussed it with her in Geneva, about a month ago?

A. No, about three weeks ago.

Q. Well, you did discuss insurance with her, did you not?

A. I did not go into it.

Q. Did you have any other insurance business with Mr. George Wilson other than this policy?

A. I did not.

Q. When did you sell it to him?

A. July 31, 1951.

Q. I believe you said that you had a policy with Colonial and also paid a series of 12 checks, did you say you sold it to him in 1951?

A. Yes, it was, it was July 31, 1951.

Q. Now, you had a policy with the same Company?

A. Yes.

Q. And how did you pay your premiums?

A. Monthly.

Q. And you don't send in a series of 12 checks?

A. I do.

Q. Well, how did you send it in. Did you fill out the checks yourself?

A. No.

Q. Just tell the jury the procedure you go through in paying your insurance with Colonial Life Insurance Company?

A. The checks are made out in the office of on that date. I sign them and return them.

Q. They send them to you in the mail?

A. Yes, sir.

Q. And do they send a notice with them and ask you to sign them and return them by mail?

A. Yes, sir.

Q. And when you sold this insurance policy to George Wilson, did you say to him that he could pay that way?

A. I did.

Q. Did you explain to him that the Company would send them to him once a year, and that he could sign them and mail them back to the Company?

A. I did.

Q. Did you tell him that was the way he should pay his insurance?

A. No.

Q. Did you tell him that he could pay it that way?

A. I did.

Q. With this particular Company?

A. Yes,

Q. And you were the agent of the Company at that time?

A. I was.

Q. Mr. Morris, I believe you said you don't have the notice that you received from the Company?

A. No, sir.

Q. Did they send you only one notice that George Wilson had not sent his check in or did they send you more than one notice?

A. They sent me a statement.

Q. Not your statement about the money. I am not speaking of that. I am speaking of a notice he showed you. Is that the one you got or one like it?

A. Yes.

Q. Did you receive anything else from them?

A. No, sir.

Q. You are sure of that?

A. No, sir, I didn't receive any more after I received that one.

Q. Now, when you received this you went immediately to George Wilson's place?

A. It was sometime between the 3rd and 5th of August.

Q. You didn't wait any time, you went on over that day or the next day?

A. Yes.

Q. Now, to refresh your recollection the mail on the 31st, that was on Saturday, was it not?

A. I don't recall.

Q. Now when would the policy have lapsed?

A. Well, it carried a fifteen day grace.

Q. Then that would have been August 15th.

A. I would say around the 15th or 16th.

Q. And you went before then?

A. I went ten days before then.

Q. Now, you told him that his insurance was due, didn't you?

A. Yes.

Q. And he told you that he was going to send it in time.

A. I said he pointed to a drawer and he said, "I have the checks, I will sign them and mail them in." I said "Be sure and get them in before it lapses out."

Q. And he said he would?

A. That is right.

Q. After that did you see George Wilson before his death?

A. I might have seen him in passing around there, and talked to him or had a coco cola. I might have, I won't be positive. I am in and out. If I passed by the place I usually dropped in, to pass the time of day.

Q. He was a friend of yours, was he not?

A. Yes, he was a personal friend.

Q. As a matter of fact, was it through George that you sold Gerald Cannon and J. T. Vinson? Another automobile concern.

A. No, sir.

Mr. Baker:

We object. We doubt the materiality of that.

The Court:

Sustained.

Mr. Tipler:

But, as a matter of fact, you were in there fairly often between July 1954 and June of 1955, give your best judgment as to how many times you saw George Wilson?

A. I wouldn't say. I was in and out several times.

Q. Did you ever discuss the policy with him?

A. With whom?

Q. With George.

A. No. I never did.

Q. Did he ever mention it to you?

A. He did not.

Q. Now, you read in the paper, of his death, and you went immediately to Mrs. Wilson?

Q. I believe you said you told her that you would take care of the policy for her?

A. I told her, I said: Mrs. Wilson, now I am doing for you what I figure George would do for me under the circumstances. And I will write the Company, thinking all the time that the policy was in force and effect. It never occurred to me that it was not.

Q. So you wrote the Company for her?

A. Yes.

Q. Now, she then called you on the telephone, I believe, after she got your letter back. I believe you said sh was crying?

A. Yes.

I believe that is all.

Mr. Baker:

I have no further questions. I want to be sure that this is offered in evidence. The hospital records.

The Court:

It will be admitted.

(Received in evidence and marked Defendant's Exhibit No. 23.)

Mr. Baker:

We rest.

Mr. Hobbs:

The Plaintiff has offered to prove the following testimony by Mrs. Myrtle Wilson, the mother of the insured. This testimony had been excluded in its entirety by the Court and outside the presence of the jury. The Plaintiff makes the following showing: Which has already been related to the Court on the basis of which the Court has excluded this testimony. Mrs. Wilson, Sr., would testify that at the time approximately one year prior to the death of her son, she was in his office at the car lot in Opp, Alabama; at which time there were present the insured, insured's wife, Bill Cauley, Mr. Wilson, Sr., and Tobe Adams, and an uncle, now deceased. That at such time Mrs. Wilson, Sr., heard Mrs. Wilson, the wife of George Wilson, the deceased. Mrs Wilson states that he gave to Mrs. Sara Ethel Wilson a number of checks, and she heard Mrs. Wilson ask Mr. George Wilson to sign these checks, or words to that effect. She then observed Mr. George Wilson, the insured, sign several checks, the exact number of which she is not sure, and he gave these checks to Mrs. Wilson, who she observed, put the checks in an envelope and addressed same envelope and walked out of the door of the office with the envelope in her hand. She observed Mrs. Wilson return to the office a few minutes later without the envelope.

All these facts have been stated to the Judge, and the Judge ruled to exclude all this testimony to which the Plaintiff objects, and makes the aforesaid showing of what testimony Mrs. Wilson, Sr., would have given if she had been given the opportunity to testify.

Mr. Tipler summed up to the jury.

Mr. Steigner summed up to the jury.

Mr. Baker summed up to the jury.

Mr. Hobbs summed up to the jury.

The Court:

Gentlemen, we are going to recess for lunch. Do not discuss this case. Do not let anyone discuss it in your presence, or hearing. We will reconvene at 1:30.

THE COURT'S ORAL CHARGE TO THE JURY.

Gentlemen, the time has arrived in this case, where it is necessary for the Court to perform one of its functions, that, charging you Gentlemen with the law applicable to the case. Now our functions vary; you Gentlemen have a separate and distinct function which the law imposes upon you in this case. You are the sole judges of the evidence in this case, if, by anything I have said during the course of this trial, any ruling I may have made, any manner in which I have made a ruling or if anything I have said during the charge or during the case would indicate to you that I think the evidence means one thing, or means another thing, or that I believe one witness or disbelieve another witness, I want you to disregard that; it is not intentional, that is not my function; that is your province, Gentlemen, and I do not intend to invade it. It is my duty to undertake to charge you as to the law applicable in this case at this time.

As you know from certain of the facts that have come out here in the testimony, the Court has discharged some of its functions in setting out the legal matters that have arisen in the case prior to the time the case came to trial.

You, Gentlemen, are the sole judges of the evidence in this case. You will take the law, when I tell you what it is, and apply it to the evidence and arrive at your verdict in that manner.

Now, Gentlemen, in this case it is a suit on a contract. In this particular case it is a contract of insurance. The Plaintiff comes in and she says that in July, 1951, the defendant, The Colonial Life and Accident Insurance Company, issued a policy with a certain number on it, that, in and for the consideration of a certain sum of money that policy was issued and the Defendant agreed to, according to certain conditions, pay, upon the death of George Wilson, if death should occur under certain circumstances, the sum of $25,000.00.

The Plaintiff says further in what lawyers refer to as the Complaint, that on June 28, 1955, George Wilson died, and that his death was such that the Company now owes him the money.

Now, Gentlemen, from that there arises two issues; the Defendant comes in first and says, "We don't owe you any money on this contract of insurance. We don't owe it to you for two reasons. The first is, that Gerge Wilson is dead, that is true, but he did not die in such a manner as will make the Company liable on the contract."

They say, second: "that even though he did die within the meaning of the terms of the policy, the policy was not in force and effect at the time, due to the failure of George Wilson to pay his premiums;

that the policy had been forfeited and had lapsed because the premiums had not been paid."

That, Gentlemen, raises two issues in the case. The first, was George Wilson's death accidental within the meaning and within the terms of the contract that existed at one time between George Wilson and this defendant Company.

Now, the contract is in evidence. Without attempting to stress that, and I am not in pointing this out, so that you will be sure to consider all the contract, Gentlemen, I want to point this out to you; that under the contract of insurance that provides for death resulting directly, independently, and exclusively from all other causes, or from bodily injury effected solely through external, violent, accidental means, during the term of this policy and sustained by the insured, as herein-after provided.

There is one other point I want to call your attention to, "Insurance under this policy shall not cover any loss caused or contributed to, directly or indirectly, by any pre-existing disease, infirmity, deformity, or physical impairment or medical or surgical treatment therefor."

As I stated to you, Gentlemen, you will have the contract, you will have an opportunity to read it and I suspect it will be necessary to refer to certain portions of it.

I do want to charge you this, that the burden of proof in this case, as far as the first issue is concerned, that is, was the death accidental, was it caused solely, as referred to in the policy, by accidental means, and not contributed to by any pre-existing disease or infirmity, that burden of proof is on the Plaintiff in this case.

The Plaintiff must reasonably satisfy you, from the evidence that death was, in this particular instance, caused accidentally, within the meaning and within the terms of the contract of insurance.

Now, Gentlemen, the other issue is whether or not this contract of insurance had lapsed, or terminated according to the provisions, of the failure to pay its premiums. In this connection in the case, and this is what lawyers refer to as an affirmative defense, the burden of proof, as far as the second issue in the case is concerned, is on the defendant Insurance Company. And while I am at this point, let me tell you, that if you find from the evidence that you are reasonably satisfied from the evidence that the death of George Wilson was not caused accidentally, within the terms and meaning of the contract of insurance, or if you find that it was contributed to by some pre-existing disease or infirmity, then it is not necessary for you to go any further in your deliberations in the case.

If you find, and if you are reasonably satisfied that either, or both, occurred, then it would be your duty to return a verdict for the defendant. But if you do not find that, if you find, under the evidence that you are reasonably satisfied under the evidence in the case that the death was caused accidentally within the meaning and within the terms of the contract, then it is necessary for you to go to the second issue.

As I say, the burden of proof to reasonably satisfy you on the evidence as far as the second issue is concerned, is upon the Defendant.

Now, Gentlemen, here is the second issue: Was the contract of insurance in force and effect or had it lapsed, or had it terminated? That is all it is.

As I stated a few minutes ago, the important thing to determine is whether or not there was payment made by George Wilson to the Insurance Company, under the evidence in this case. In all probability it will be necessary for you to determine whether or not it was the intention of both parties to have the mailing of certain checks, in time to operate as payment when mailed.

Now, in that connection, Gentlemen of the jury, I want to charge you this; that as a general proposition of law, the giving of a check for a premium of insurance, is not payment unless the insurer authorizes such method of payment or unconditionally accepts the check as payment. That, as I stated a few minutes ago, is a general proposition of law, that you should be bound by, that you are bound by. As a general proposition of law, the mailing of a check, in and of itself will not constitute payment.

Now, Gentlemen, the effect of mailing checks as premium payments, depends wholly upon, in this particular case, the intention of parties. When I say the intention of the parties I speak regarding the intention of both parties. Not what the defendant Insurance Company intends alone, not what George Wilson intends alone, but what was the intention of the parties.

Now, I want to state this as a correct proposition of law, that you are to be guided by. Generally payment will not be effected until an actual receipt is received at the home office, however, where the Insurance Company directs payment by mail, payment can be made by mail. I don't say that it must be, or that it will be, it can be effective when the premium is deposited in the post office if mailed in time to reach the home office in due course, or on or before the

day the premium is to fall due. I don't mean to say that that is the law applicable to this case, standing alone; you must go further and determine what the intention of the parties was in this particular answer.

In that connection, Gentlemen, I want to charge you that if you are reasonably satisfied from the evidence in this case that this Insurance Company and George Wilson had a uniform course of dealing between themselves, with respect to the payment of these premiums, and further, you can't stop there—and further if you are reasonably satisfied by the evidence that George Wilson conformed to that uniform course of dealing, by depositing or having someone else deposit in the mail, properly addressed, valid checks, to pay the insurance premiums, that were on deposit, that is the subject of this suit, through the date which would have kept it in force and effect to the date when he died, then, if you find all of these things, you will be justified in finding that insofar as that particular issue is concerned the insurance policy could have been in force and effect.

Now, Gentlemen, I want to go further and state to you that the burden, in the absence of showing that the premiums were received by the Company, and I don't believe that there has been any showing in this case that the Company received the payment. The burden is on the Plaintiff to show what the course of the dealings was, to reasonably satisfy you as to the evidence as to what the course of dealings was in that respect.

Now, Gentlemen, a check generally speaking, given in payment of an obligation, is a conditional payment, and a conditional payment only. In the absence of any specific agreement to the contrary to treat it otherwise:

If you find from the evidence in this case, if you are only reasonably satisfied from the evidence in the case that the use of checks, as far as the transaction between George Wilson and the Insurance Company was only because it was a convenient method of payment, that is not enough. If you find that was the only reason. You must find that it was the intention of the parties, for George Wilson's wife, the plaintiff in this case, to recover, that it was the intention of the parties for the mailing of the check to constitute payment.

Now, Gentlemen, those are the two issues that are clear, I believe, that state the applicable law, as far as those two issues are concerned.

In arriving at and determining what the evidence means, you are to consider the interest of any witness that has taken the witness stand. It is not only your right to do so, it is your obligation, and in order to properly discharge your obligation, as jurors, you must consider what interest the witness may have, not because that means the witness is not telling the truth, or not, because it means the witness is perjuring himself, that is not the reason, but human nature being what it is, a person that has an interest in the outcome of the case, or stands to lose or stands to gain, and I don't mean this portion of my charge to refer to any specific person. There are witnesses on both sides, as I see it, that may stand to lose or may stand to gain by your verdict.

As a matter of opinion sometimes to maybe lean one way or lean the other, you are to look at what a witness may say and use your common sense. Gentlemen of the jury, the law presumes that you will take into the jury room with you and in further evaluating the evidence you are to determine and look and see

whether any witness is biased, or any witness is prejudiced in the case. It is necessary before you return any verdict for all of you to agree on what your verdict is.

After you have considered the case, after you have deliberated, if you find you are reasonably satisfied from the evidence in the case that the defendant is entitled to recover, then the form of your verdict will be: "We the jury find the issues in favor of the defendant, this the ... day of February, 1956, one of your number that you select signing as foreman.

If you find after considering the evidence that you are reasonably satisfied from the evidence that the plaintiff is entitled to recover then the form of your verdict will be "We the jury find the issues in favor of the Plaintiff." And assess here damages, or in this particular case, find for her in any amount of ..... dollars.

Now the forms of verdict will be furnished you, it is not necessary that you use them, but you can use them if you want to.

Gentlemen, in connection with my charge, and at the request of the plaintiff in the case, I want to charge you as follows: If you are reasonably satisfied from the evidence that the defendant Insurance Company, and the insured had a uniform course of dealings with respect to payment of premiums, if you are reasonably satisfied from the evidence that the insured conformed to that uniform course of dealings by depositing or having another deposit in the United States mail a stamped envelope addressed to the defendant containing valid checks to pay the insurance premiums in the suit, to the date said insured dies, said envelope being deposited prior to the last date of the policy, I charge you, you cannot find the policy

to have been forfeited, due to non-payment of insurance premiums.

That charge is to be taken in connection with what the Court has previously charged you. It is a correct proposition of law, it is not however, to be singled out by you to be a controlling, a sole controlling law, or solé law applicable to this case. It is to be taken in consideration with the Court's other charges.

At the request of the defendant I charge you, if you are reasonably satisfied from the evidence that the death of Mr. Wilson was caused by or contributed to, directly or indirectly, by any pre-existing disease, infirmity, or physical impairment, then you should return a verdict for the defendant.

If you are reasonably satisfied from the evidence that Mr. Wilson sustained an accident, that at the time it happened he was inflicted with a pre-existing disease or infirmity and his death would not have resulted if he had not had such disease, or infirmity, that his death was because the accident aggravated the effects of the disease, or the disease aggravated the effects of the accident, then you should return a verdict for the defendant.

Those charges as well as the charge I gave you at the request of the plaintiff, are to be taken in connection with the Court's oral charges.

Now, Gentlemen, I neglected to charge you that there is certain expert testimony in this case, expert testimony, many times, as in this case, in all probability is necessary for an intelligent determination of the issues in a particular case. It is not however, just because it is expert testimony necessary that you accept it at the face value. You have a right to consider it, otherwise there would an effort be made to impanel a jury of twelve experts to hear these things.

You are to consider it, give it weight, but whatever weight you do give it, is up for you Gentlemen to determine.

Now, if you Gentlemen, will go out, retire to the jury room, so that I may give the attorneys on each side an opportunity to except to any portion of the Court's charge.

* * * * * * * *

Exceptions to Charge of the Court; Omitted from the Printed Record, pursuant to Designations of Counsel as to Printing Record, copied at pages 1, et seq.

* * * * * * * *

Defendant moves the Court to direct the jury that if they believe the evidence in this case they should return a verdict in favor of the defendant on all the evidence in this case, on the folfowing grounds:

1. Plaintiff has failed to prove the allegations of her complaint.

2. Plaintiff has failed to prove that the death of the insured resulted directly, independently and exclusively of all other causes from bodily injuries effected solely through external, violent and accidental means during the term of this policy.

3. For that the evidence shows that insured's death was caused or contributed to by disease.

4. For that the evidence shows that insured's death was caused or contributed to, directly or indirectly, by a pre-existing disease, infirmity, deformity, or physical impairment.

5. For that the evidence does not show that plaintiff has a receipt signed by the President or Treasurer of defendant, showing the payment of premiums on the policy sued on, and that said policy was in full force and effect at the time of the death of the insured.

6. For that the evidence shows that the premiums had not been paid on the policy of insurance sued on, and said policy was not in full force and effect at the date of the death of the insured.

7. For that the evidence shows that the checks which plaintiff claims to have mailed to defendant in, to-wit, July, 1954, were not received by defendant.

8. For that the evidence shows that the checks which plaintiff claims to have mailed to defendant in, to-wit, July, 1954, have not been paid or cashed.

9. For that the evidence shows that the checks which plaintiff claims to have mailed to defendant in, to-wit, July, 1954, were not accepted by defendant as payment of the premiums provided for in said policy.

10. For that the mailing of a series of checks in, to-wit, July, 1954, as claimed by the plaintiff, does not constitute a legal and valid payment of the premiums due on said policy as provided therein.

11. For that the evidence shows that George Wilson had notice or knowledge that no checks were being cashed or charged to his account to pay the monthly premiums on the policy of insurance sued on, in that during a period of, to-wit, approximately eleven months he received his canceled checks and bank statements from his bank, which canceled checks and bank statements did not show any checks cashed in payment of the premiums on the policy sued on, and with such notice or knowledge he took no further steps to see that said premiums were paid, and the beneficiary is now estopped from claiming that said premiums were paid.

12. For that plaintiff has failed to prove that the defendant made an agreement to accept checks as unconditional payment of premiums.

Filed in open Court Feb. 10, 1956

PLAINTIFF'S GIVEN CHARGES

No. 3—

The Court charges the jury that if you are reasonably satisfied from the evidence that the defendant insurance company and the insured had a uniform course of dealing between themselves with respect to the payment of premiums, and if you are reasonably satisfied from the evidence that the insured conformed to that uniform course of dealings by depositing or having another deposit in the United States mails a stamped envelope addressed to the defendant containing valid checks to pay the insurance premiums in suit through the date on which the insured

died, said envelope being deposited prior to the lapse day of said policy then I charge you that you cannot find the policy in suit to have been forfeited due to non-payment of insurance premiums.

Given,

FRANK M. JOHNSON, JR.,
Judge.

DEFENDANT'S REFUSED CHARGES.

No. 1—

Defendant requests the Court to give to the jury the following instruction:

1. If you believe the evidence in this case you should return a verdict for the defendant.

Refused.

FRANK M. JOHNSON, JR.,
Judge.

Defendant requests the Court to give to the jury the following instruction:

2. The policy sued on provides that premiums are payable at the Home Office of the company on or before the dates when due, in exchange for official receipts signed by the President or Treasurer, and it further provides that such an official receipt shall be the only evidence of payment binding upon the company. This provision is valid and binding upon

the parties. If you are reasonably satisfied from the evidence that plaintiff does not have an official receipt of defendant signed by its President or Treasurer, showing the payment of premiums on this policy so as to keep it in force for the month of June, 1955, you should return a verdict for the defendant.

Refused.

FRANK M. JOHNSON, JR.,

Defendant requests the Court to give to the jury the following instruction:

3. The mere mailing of checks for the premiums by the plaintiff did not constitute a payment of premiums. If you are reasonably satisfied from the evidence that defendant did not receive such checks, you should return a verdict for the defendant.

Refused

FRANK M. JOHNSON, JR.,
Judge.

Defendant requests the Court to give to the jury the following instruction:

5. I charge you that the mailing of checks by plaintiff did not constitute the payment of premiums under said policy. If you are reasonably satisfied from the evidence that defendant did not accept said checks as payment of premiums due under the policy then you should return a verdict for the defendant.

Refused.

FRANK M. JOHNSON, JR.,
Judge.

Defendant requests the Court to give to the jury the following instructions:

6. A check given in payment of an obligation is a conditional payment only, in the absence of a specific agreement to the contrary. It is a convenient means of transacting business, employed in millions of instances every day, and has a well defined import in law. The person accepting a check is presumed to accept it as conditional payment only and it constitutes payment only when the check is cashed. The drawer of the check is free to stop payment on the check by his bank at any time before it is cashed. The acceptance of a check, whether directly expressed or implied from the fact of acceptance, does not import anything more than conditional payment. The burden of proof is on the plaintiff in this case to reasonably satisfy you from the evidence that there was an agreement to accept a check as anything other than conditional payment.

Refused.

FRANK M. JOHNSON, JR.
Judge.

Defendant requests the Court to give to the jury the following instruction:

7. In the absence of a specific agreement to the contrary, a check is merely a conditional payment and is presumptively received, not as payment but as a convenient means of getting the money. The burden of proof is on the plaintiff to reasonably satisfy you from the evidence of a specific agreement to accept checks as anything other than conditional

payment, and a convenient means of getting the money.

Refused.

FRANK M. JOHNSON, JR.,
Judge.

Defendant requests the Court to give to the jury the following instruction:

8. A check received in payment of an obligation is not the same as cash unless it is so accepted and treated by the party receiving it and unless it is so received and treated it in law is not a payment.

Refused.

FRANK M. JOHNSON, JR.,
Judge.

Defendant requests the Court to give to the jury the following instruction:

9. A check is not payment until the check is paid unless the check is specifically accepted as payment.

Refused.

FRANK M. JOHNSON, JR.

Defendant requests the Court to give to the jury the following instruction:

11. If you are reasonably satisfied from the evidence that the injuries which Mr. Wilson suffered as a result of the accident were such injuries as would not have caused his death if he had not been af-

flicted with a previously existing disease or infirmity, then you should return a verdict for the defendant.

Refused,

FRANK M. JOHNSON, JR.,
Judge.

Defendant requests the Court to give to the jury the following instruction:

12. I charge you that if you are reasonably satisfied from the evidence that the accidental injuries aggravated the effect of a disease or infirmity, or a disease or infirmity aggravated the effect of the accident, you should return a verdict for the defendant.

Refused,

FRANK M. JOHNSON, JR.,
Judge.

Defendant requests the Court to give to the jury the following instruction:

13. Insurance against death by accident is usually afforded for a small premium and the coverage is correspondingly narrow. The liability is guarded by carefully chosen words. Courts and juries have no right by strained construction to make the policy more beneficial by extending the coverage contracted for. The insurance here is not against unintended death from bodily injury effected by violent, external and accidental means generally, but when the violent and external means solely and independently of all other causes, produce the death. If a bodily infirmity,

whether known or unknown at the time, is a concurring cause without which death would not have resulted, the policy does not cover the case.

Refused,

FRANK M. JOHNSON, JR.,
Judge.

(Title Omitted.)

We, the Jury, find the issues in favor of the plaintiff and assess the damages at $25,000—Face of Policy Less any Premiums due Company.

This the 13 day of Feb., 1956.

THOMAS A. BELSER,
Foreman.

JUDGMENT.

Filed (Illegible).

In the District Court of the United States for the Middle District of Alabama, Northern Division.

Sarah Ethel Wilson, Plaintiff,
vs. Civil Action No. 1119-N.
Colonial Life and Accident Insurance Company, a Corporation, Defendant.

On the 9th day of February, 1956, the above-styled cause came on to be heard in this Court. The plain-

tiff, Sarah Ethel Wilson, appeared in person and by her attorneys, Frank Tipler of Andalusia, Alabama, and Truman Hobbs of the firm of Godbold & Hobbs of Montgomery, Alabama; and the defendant, Colonial Life and Accident Insurance Company, a Corporation, appeared in person by its attorneys, Sam Rice Baker and Robert Steiner, III, of the firm of Steiner, Crum and Baker of Montgomery, Alabama, and Gus Black of Columbia, South Carolina.

Both parties announced ready for trial, after which a jury was duly impaneled and sworn. The cause was then tried before the Court and jury, and at the conclusion of all the evidence the jury returned the following verdict, to-wit:

"We the jury find the issues in favor of the plaintiff, and assess the damages at $25,000.00—face of policy, less any premiums due Company."

It is, accordingly, Ordered, Adjudged and Decreed by the Court that the plaintiff have and recover of the defendant, Colonial Life and Accident Insurance Company, a Corporation, the sum of $25,000.00 as damages, less the sum of $110.00, being the total amount due the defendant by reason of checks for premiums not having been reduced to cash by it, or $24,890.00 with interest at six per cent (6%) per annum from September 5, 1955, being a total amount, with interest, of $25,574.47, and that all costs of Court in this cause herein be and the same are hereby taxed against the defendant, Colonial Life and Accident Insurance Company, a Corporation, for which execution may issue.

Done, this the 21st day of February, 1956.

FRANK M. JOHNSON, JR.,
United States District Judge.

Filed Feb. 21, 1956.

ALTERNATIVE MOTION FOR JUDGMENT NOV. OR NEW TRIAL.

(Title Omitted.)

Comes defendant and moves the Court to set aside the verdict of the jury rendered in the above entitled cause on February 13, 1956, and to enter a judgment in favor of the defendant, notwithstanding the verdict of the jury in this case, in accordance with its motion for a directed verdict, on the ground that the motion for a directed verdict should have been granted; and in support of said motion assigns the following separate and several grounds:

1. The verdict of the jury is contradictory.

2. The verdict of the jury is inconsistent.

3. The verdict of the jury is contradictory and inconsistent in that in order to find the issues in favor of the plaintiff the jury had to find that the premiums on said policy of insurance had been paid through June, 1955, and the jury found that said premiums had not been paid through June, 1955, and rendered a verdict in favor of the defendant for the premiums due on said policy of insurance.

4. Said verdict is contradictory and inconsistent in that in order to find the issues in favor of the plaintiff the jury had to find that the premiums from August, 1954, through June, 1955, had been paid, and the verdict of the jury finds that said premims had not been paid.

5. For that the verdict of the jury specifically finds that the checks were not received by defendant, and an unreceived check cannot constitute payment.

6. Said verdict is contradictory and inconsistent in that if defendant had agreed to accept the twelve checks claimed to have been mailed by plaintiff as payment of premiums then it would not be entitled to a second payment as found by the jury.

7 The overwhelming weight and preponderance of the evidence established that defendant did not receive the checks, and the verdict of the jury so found.

8. The overwhelming weight and preponderance of the evidence establishes that defendant did not accept unreceived checks as payment.

9. There is no evidence in the case that defendant agreed to accept an unreceived check as payment.

10. There is no evidence in the case that defendant agreed to accept an uncashed check as payment.

11. The verdict of the jury found that the defendant did not agree to accept an unreceived check as payment, in that it rendered a verdict in favor of the de-

fendant for the premiums represented by said unreceived checks.

12. The Court erred in declining to give to the jury the following written instruction requested by defendant:

1. If you believe the evidence in this case you should return a verdict for the defendant.

13. The Court erred in declining to give to the jury the following written instruction requested by defendant:

2. The policy sued on provides that premiums are payable at the Home Office of the company on or before the dates when due, in exchange for official receipts signed by the President or Treasurer, and it further provides that such an official receipt shall be the only evidence of payment binding upon the company. This provision is valid and binding upon the parties. If you are reasonably satisfied from the evidence that plaintiff does not have an official receipt of defendant signed by its President or Treasurer, showing the payment of premiums on this policy so as to keep it in force for the month of June, 1955, you should return a verdict for the defendant.

14. The Court erred in declining to give to the jury the following written instruction requested by defendant:

3. The mere mailing of checks for the premiums by the plaintiff did not constitute a payment of premiums. If you are reasonably satisfied from the

evidence that defendant did not receive such checks, you should return a verdict for the defendant.

15. The Court erred in declining to give to the jury the following written instruction requested by defendant:

5. I charge you that the mailing of checks by plaintiff did not constitute the payment of premiums under said policy. If you are reasonably satisfied from the evidence that defendant did not accept said checks as payment of premiums due under the policy then you should return a verdict for the defendant.

16. The Court erred in declining to give to the jury the following written instruction requested by defendant:

6. A check given in payment of an obligation is a conditional payment only, in the absence of a specific agreement to the contrary. It is a convenient means of transacting business, employed in millions of instances every day, and has a well defined import in law. The person accepting a check is presumed to accept it as conditional payment only and it constitutes payment only when the check is cashed. The drawer of the check is free to stop payment on the check by his bank at any time before it is cashed. The acceptance of a check, whether directly expressed or implied from the fact of acceptance, does not import anything more than conditional payment. The burden of proof is on the plaintiff in this case to reasonably satisfy you from the evidence that there was an agreement to accept a check as anything other than conditional payment.

This charge was taken from the opinion of the Alabama Supreme Court in Jefferson Motors v. Williams, 227 Ala. 432, 434, 150 So. 355.

17. The Court erred in declining to give to the jury the following written instruction requested by defendant:

7. In the absence of a specific agreement to the contrary, a check is merely a conditional payment and is presumptively received, not as payment but as a covenient means of getting the money. The burden of proof is on the plaintiff to reasonably satisfy you from the evidence of a specific agreement to accept checks as anything other than conditional payment, and a convenient means of getting the money.

This charge was taken from the opinion of the Alabama Supreme Court in the case of Ross v. State Life Insurance Co., 225 Ala. 410, 143 So. 827.

18. The Court erred in declining to give to the jury the following written instruction requested by defendant:

8. A check received in payment of an obligation is not the same as cash unless it is so accepted and treated by the party receiving it and unless it is so received and treated it in law is not a payment.

This charge was taken from a charge approved by the Supreme Court of Alabama in the case of Peoples Bank & Trust Co. v. Walthall, 200 Ala. 122, 75 So. 570.

19. The Court erred in declining to give to the jury the following written instruction requested by defendant:

9. A check is not payment until the check is paid unless the check is specifically accepted as payment.

This charge was copied from the opinion in the case of Jefferson Standard Life Ins. Co. v. Wisdom, 58 F.2d 565, 566 (5 Cir. 1932).

20. The Court erred in declining to give to the jury the following written instruction requested by defendant:

11. If you are reasonably satisfied from the evidence that the injuries which Mr. Wilson suffered as a result of the accident were such injuries as would not have caused his death if he had not been afflicted with a previously existing disease or infirmity, then you should return a verdict for the defendant.

This charge was taken from the opinion in the case of Ryan v. Continental Gas Co., 47 F.2d 472 (5 Cir. 1931).

21. The Court erred in declining to give to the jury the following written instruction requested by defendant:

12. I charge you that if you are reasonably satisfied from the evidence that the accidental injuries aggravated the effect of a disease or infirmity, or a disease or infirmity aggravated the effect of the accident, you should return a verdict for the defendant

This charge was taken from the opinion of the Court in the case of Ryan v. Continental Gas. Co., 47 F.2d 472 (5 Cir. 1931).

22. The Court erred in declining to give to the jury the following written instruction requested by defendant:

13. Insurance against death by accident is usually afforded for a small premium and the coverage is correspondingly narrow. The liability is guarded by carefully chosen words. Courts and juries have no right by strained construction to make the policy more beneficial by extending the coverage contracted for. The insurance here is not against unintended death from bodily injury effected by violent, external and accidental means generally, but when the violent and external means solely and independently of all other causes, produce the death. If a bodily infirmity, whether known or unknown at the time, is a concurring cause without which death would not have resulted, the policy does not cover the case.

This charge was copied from the case of Davis v. Standard Life Ins. Co., 77 F.2d 330 (5 Cir. 1934).

23. The Court erred in giving to the jury the following charge requested in writing by the plaintiff and in permitting the jury to have said charge during their deliberations in the jury room:

"3. The Court charges the jury that if you are reasonably satisfied from the evidence that the defendant insurance company and the insured had a uniform course of dealing between themselves with

respect to the payment of premiums, and if you are reasonably satisfied from the evidence that the insured conformed to that uniform course of dealing by depositing or having another deposit in the United States mails a stamped envelope addressed to defendant, containing valid checks to pay the insurance premiums in suit through the date on which the insured died, said envelope being deposited prior to the lapse date of said policy, then I charge you that you cannot find the policy in suit to have been forfeited due to nonpayment of insurance premiums."

24. Plaintiff has failed to prove the allegations of her complaint.

25. Plaintiff has failed to prove that the death of the insured resulted directly, independently and exclusively of all other causes, from bodily injuries effected solely through external, violent and accidental means during the term of this policy.

26. For that the evidence shows that insured's death was caused or contributed to by disease.

27. For that the evidence shows that insured's death was caused or contributed to, directly or indirectly, by a pre-existing disease, infirmity, deformity, or physical impairment.

28. For that the evidence does not show that plaintiff has a receipt signed by the President or Treasurer of defendant, showing the payment of premiums on the policy sued on, and that said policy was in full force and effect at the time of the death of the insured.

29. For that the evidence shows that the premiums had not been paid on the policy of insurance sued on, and said policy was not in full force and effect at the date of the death of the insured.

30. For that the evidence shows that the checks which plaintiff claims to have mailed to defendant in, to-wit, July, 1954, were not received by defendant.

31. For that the evidence shows that the checks which plaintiff claims to have mailed to defendant in, to-wit, July, 1954, have not been paid or cashed.

32. For that the evidence shows that the checks which plaintiff claims to have mailed to defendant in, to-wit, July, 1954, were not accepted by defendant as payment of the premiums provided for in said policy.

33. For that the mailing of a series of checks in, to-wit, July, 1954, as claimed by the plaintiff, does not constitute a legal and valid payment of the premiums due on said policy as provided therein.

34. For that the evidence shows that George Wilson had notice or knowledge that no checks were being cashed or charged to his account to pay the monthly premiums on the policy of insurance sued on, in that during a period of, to-wit, approximately eleven months he received his canceled checks and bank statements from his bank, which canceled checks and bank statements did not show any checks cashed in payment of the premiums on the policy sued on, and with such notice or knowledge he took no further steps to see that said premiums were paid,

and the beneficiary is now estopped from claiming that said premiums were paid.

35. For that plaintiff has failed to prove that the defendant made an agreement to accept checks as unconditional payment of premiums.

Motion For New Trial.

In The Alternative, the defendant moves the Court to set aside the verdict of the jury and grant defendant a new trial, and in support of this motion the defendant assigns each and every ground assigned above, numbered from 1 to 35, inclusive, in support of its motion for a judgment notwithstanding the verdict of the jury, and in addition defendant assigns the following grounds:

36. The verdict of the jury was the result of sympathy bias, prejudice, or other improper motive.

37. The verdict of the jury was contrary to the great weight of the evidence.

38. For that the Court erred to the substantial prejudice of the defendant in its rulings on the evidence in this case.

39. For that the Court erred to the substantial prejudice of the defendant in its oral charge to the jury.

40. For that the Court erred, to the substantial prejudice of the defendant, in placing the burden on defendant of proving that the policy of insurance had lapsed.

41. For that the Court erred to the substantial prejudice of the defendant, in failing to place upon the plaintiff the burden of proving that the defendant agreed to accept checks as payment.

42. For t'.at the Court erred to the substantial prejudice of defendant in failing to place upon the plaintiff the burden of proving that defendant agreed to accept unreceived checks as payment.

Respectfully submitted,
S. AUGUSTUS BLACK,
STEINER, CRUM & BAKER,
Attorneys for Defendant.

I hereby certify that a copy of the above and foregoing motion was mailed, postage prepaid, to Messrs. Godbold & Hobbs, Attorneys for plaintiff, on this 22nd day of February, 1956.

SAM RICE BAKER,
Attorney for Defendant.

Filed Feb. 23, 1956.

ORDER.

(Title Omitted.)

This cause coming on to be heard on this the 10th day of April, 1956, upon the motion of the defendant to set aside the verdict of the jury rendered in the above-styled cause on February 13, 1956, and to enter

a judgment in favor of the defendant, notwithstanding the verdict of the jury in this case, and the defendant's alternative motion to set aside the verdict of the jury and grant the defendant a new trial; said motions having been duly presented to the Court and argued by briefs, both for the defendant and the plaintiff, the Court is of the opinion that said motions should be overruled and denied. It is, therefore, the Order, Judgment and Decree of the Court that the defendant's motion to set aside the verdict of the jury rendered in the above-styled cause on February 13, 1956 and enter a judgment in favor of the defendant, notwithstanding the verdict of the jury, be and the same is hereby overruled and denied.

It is the further Order, Judgment and Decree of the Court that the defendant's alternative motion to set aside the verdict of the jury and grant the defendant a new trial be and the same is overruled and denied.

Done, this the 10th day of April, 1956.

FRANK M. JOHNSON, JR.,
United States District Judge.

Filed Apr. 10, 1956

NOTICE OF APPEAL TO COURT OF APPEALS UNDER RULE 73 (b).

In the District Court of the United States for the Middle District of Alabama, Northern Division

Sarah Ethel Wilson, Plaintiff,
v. Civil Action No. 1119-N.
Colonial Life and Accident Insurance Company, a Corporation, Defendant.

Notice is hereby given to Messrs. Godbold & Hobbs and Frank Tipler, attorneys of record for Sarah Ethel Wilson, that Colonial Life and Accident Insurance Company, defendant above named in this cause, hereby appeals to the United States Court of Appeals for the 5th Circuit from the judgment of the Court dated February 21, 1956, entered by the Court on the verdict of the jury in favor of the plaintiff rendered on February 13, 1956, and from the order of the Court dated April 10, 1956, overruling defendant's motion for a judgment non obstante veridicto, filed pursuant to Rule 50 (b), and in the alternative, to set aside the verdict of the jury and grant defendant a new trial; said motion having been filed by defendant on February 23, 1956.

STEINER, CRUM & BAKER,
Attorneys for Appellant,
Colonial Life and Accident
Insurance Company

Address:
Steiner, Crum & Baker,
First National Bank Building,
Montgomery, Alabama

Filed Apr. 27, 1956.

BOND.

(Title Omitted.)

Know All Men By These Presents, that Colonial Life and Accident Insurance Company, a corporation, as Principal, and Glens Falls Insurance Company, as Surety, are held and firmly bound unto Sarah Ethel Wilson in the penal sum of Two Hundred Fifty ($250.00) Dollars, the payment whereof well and truly to be made unto the said Sarah Ethel Wilson, her heirs and assigns, jointly and severally by these presents.

Yet Upon These Conditions: Colonial Life and Accident Insurance Company has filed notice of appeal to the United States Court of Appeals for the 5th Circuit, to reverse or modify the judgment rendered by the District Court of the United States for the Middle District of Alabama, Northern Division, in the above entitled cause on February 21, 1956, and the order of the Court rendered on April 10, 1956, denying defendant's motion for a judgment non obstante veridicto and in the alternative for a new trial. Now if the said Colonial Life and Accident Insurance Company shall well and truly pay all taxable costs if the appeal is dismissed or the judgment affirmed, or of such costs as the appellate Court may award if the judgment is modified, this obligation shall be null and void, otherwise to remain in full force and effect.

In Witness Whereof, Colonial Life and Accident Insurance Company, as Principal, has caused this bond to be executed and sealed, by Sam Rice Baker, its

Attorney, thereunto duly authorized; and Glens Falls Insurance Company, as Surety has executed the same and caused its seal to be affixed, by its Attorney in fact heretofore duly authorized on this the 2d day of May 1956.

COLONIAL LIFE AND ACCIDENT INSURANCE COMPANY,
By SAM RICE BAKER, (L.S.),
As Its Attorney, Principal.
GLENS FALLS INSURANCE COMPANY,
By DOUGLAS B. FINCH, (L.S.),
As Its Attorney in Fact,
Surety.

Bond Approved, May 2nd, 1956.
FRANK M. JOHNSON,
United States District Judge.

Filed May 2, 1956.

DESIGNATION OF RECORD (PRAECIPE).

Filed May 4, 1956, O. D. Street, Jr., Clerk. By ..... Deputy Clerk.

(Title Omitted.)

To the Honorable O. D. Street, Jr., Clerk of said Court:

Comes Appellant and requests that you prepare a record on appeal herein, and designates the following

pleadings, evidence, orders, and proceedings in this action as the complete record therein, and requests that you prepare a complete record containing specifically the following:

1. Removal petition, to which is attached copy of summons and complaint in Circuit Court of Covington County.

2. Removal bond.

3. Notice of filing of petition and bond.

4. Certificate of service of removal papers.

5. Defendant's motion to dismiss and motion for a more definite statement.

6. Amended complaint filed by plaintiff December 27, 1955.

7. Order and judgment of Court overruling defendant's motion to dismiss and granting defendant's motion for a more definite statement, said motion being filed October 12, 1955.

8. Defendant's motion to dismiss and defendant's motion for a more definite statement, filed December 30, 1955.

9. Defendant's request for admissions, filed January 27, 1956.

10. Order on pre-trial hearing, dated and filed February 1, 1956.

11. Amendment to order on pre-trial hearing, dated and filed February 3, 1956.

12. Answer of defendant, filed February 3, 1956.

13. Plaintiff's answers and objections to defendant's request for admissions, filed February 6, 1956.

14. Defendant's motion for a directed verdict, filed in open Court February 10, 1956, and refiled and renewed at various stages of the trial, as will more fully appear from the Transcript of the Evidence.

15. Verdict of the jury, finding the issue in favor of the plaintiff and assessing the damages at $25,000—Face of Policy, less any premium due company, dated February 13, 1956.

16. Judgment of the Court on the verdict of the jury, said judgment dated and filed February 21, 1956.

17. Alternative motion for judgment n.o.v. or new trial, filed by defendant February 23, 1956.

18. Order of the Court dated and filed April 10, 1956, overruling defendant's motion for judgment n.o.v. or in the alternative for a new trial.

19. Notice of appeal, filed April 27, 1956.

20. Bond for costs on appeal, dated, filed, and approved by the Judge May 2, 1956.

21. Motion of defendant for an extension of time for filing copy of Transcript of the Evidence under

Rule 75 (b) and for extension of time for filing record and docketing cause in the United States Court of Appeals for the Fifth Circuit under Rule 73 (g).

22. Order fixing amount of supersedeas bond under Rule 73 (d), dated and filed Jun. 7, 1956.

23. Supersedeas bond dated and filed Jun. 21, 1956.

24. A Transcript of all the Proceedings and Evidence at the trial of this cause, including all exhibits (irrelevant and formal parts thereof and repetitious copies to be omitted); said Transcript to contain the Oral Charge of the Court; all written charges given at the request of the plaintiff, and all charges requested in writing by the defendant and refused by the Court. Two copies thereof have been ordered from the Court Reporter and will be furnished when completed.

25. This Designation or Praecipe.

26. Any order or orders of the Court directing that any exhibits be transmitted in physical form and without copying to the Clerk of the United States Court of Appeals for the Fifth Circuit.

27. Order of Court extending time for filing copy of Transcript of Evidence and for filing Record and docketing cause in the United States Court of Appeals for the Fifth Circuit.

S. A. BLACK, STEINER,
CRUM & BAKER,
Attorneys for Defendant
Appellant.

I hereby certify that I have served a copy of the above Designation of Record or Praecipe on Messrs. Godbold & Hobbs, Professional Center Building, Montgomery, Alabama, and a copy on Mr. Frank Tipler, Andalusia, Alabama, by mailing copies thereof postage prepaid.

This May 3, 1956.

SAM RICE BAKER,
Attorney for Defendant-
Appellant.

MOTION TO EXTEND TIME FOR FILING TRANSCRIPT OF EVIDENCE AND FOR FILING RECORD AND DOCKETING APPEAL.

Filed May 4, 1956, O. D. Street, Jr., Clerk, By ...., Deputy Clerk.

(Title Omitted.)

Comes Defendant-Appellant, and shows unto the Court as follows:

(1) Notice of appeal to the United States Court of Appeals for the Fifth Circuit was filed herein on the 27th day of April, 1956.

(2) Contemporaneously herewith Appellant is filing its Designation of Record on Appeal herein.

(3) The Court Reporter has been unable to complete the preparation of a Transcript of the Evidence

and Proceedings at the trial of this cause, and will be unable to complete the same within the period of forty days from the date of filing of such notice of appeal, for the reason that she has been engaged in the preparation of Transcripts of the Evidence in cases tried prior to this case, and she was only able to begin work on the Transcript in this case on May 2, 1956. For this reason Defendant-Appellant cannot file with its Designation of the Record two copies of the Transcript of the Evidence and Proceedings at the trial. For the same reasons, the Clerk of this Court cannot complete the preparation of the Record on Appeal within the period of forty days from April 27, 1956.

Wherefore, Defendant-Appellant moves the Court for an order extending the time for filing the Transcript of the Evidence and Proceedings with its Designation of Record as required by Rule 75 (b), and for an Order extending the time for filing the Record and docketing the cause as required by Rule 73 (g), and Defendant-Appellant moves that it be given an extension of ninety days from April 27, 1956, date of filing of its Notice of Appeal, to file the transcript of the Evidence and Proceedings with the Clerk of this Court, and to file the Record and docket the Appeal with the United States Court of Appeals for the Fifth Circuit.

S. A. BLACK, STEINER,
CRUM & BAKER,
Attorneys for Defendant-
Appellant.

I hereby certify that I have served copies of the above Motion to Extend Time for Filing Transcript of

Evidence, and for Filing Record and Docketing Appeal, on Messrs. Godbold & Hobbs, Professional Center Building, Montgomery, Alabama, and on Mr. Frank Tipler, Andalusia, Alabama, attorneys for plaintiff, by sending copy thereof to each of them by mail, postage prepaid, this May 4, 1956.

SAM RICE BAKER,
Attorney for Defendant-
Appellant.

Filed May 4, 1956.

ORDER.

(Title Omitted.)

This cause coming on to be heard on this 4th day of May, 1956, upon the motion of the defendant to extend the time for filing a transcript of the evidence and proceedings at the trial before the jury, under Rule 75 (b) and upon defendant's further motion to extend the time for filing the record on appeal and docketing the cause in the United States Court of Appeals for the Fifth Circuit under the provisions of Rule 75 (g) both parties having been present in Court by and through their attorneys of record and both said motions having been duly presented to the Court, the Court is of the opinion that said motions should be granted.

It is, therefore, the Order, Judgment and Decree of the Court that defendant's motion for an extension of time to file a copy of the transcript of the evidence

and proceedings of the trial before the jury, under Rule 75 (b) be and the same is hereby granted and the time for filing the same is hereby extended to a period of ninety (90) days from April 27, 1956.

It is the further Order, Judgment and Decree of this Court that defendant's motion to extend the time for filing the record on appeal and docketing the cause in the United States Court of Appeals for the Fifth Circuit be granted and the time for filing the record and docketing the cause in the United States Court of Appeals for the Fifth Circuit is hereby extended to a period of Ninety (90) days from April 27, 1956.

Done at Montgomery, Alabama, this 4th day of May, 1956.

FRANK M. JOHNSON, JR.,
United States District Judge.

Filed May 4, 1956.

ORDER.

(Title Omitted.)

This cause coming on to be heard on this the 7th day of June, 1956, on the fixing of a supersedeas bond to be executed by the defendant pending the appeal in this case and notice thereof having been given and both plaintiff and defendant being present at Court by and through their attorneys of record and said matter having been presented to the Court by said attorneys,

the Court is of the opinion that the sum of Twenty-five Thousand ($25,000.00) Dollars is the reasonable amount for the supersedeas bond to be executed in this cause.

It is, therefore, the Order, Judgment, and Decree of this Court that upon the filing by the defendant and the approval of this Court of a supersedeas bond in the manner and form prescribed by law, with good and sufficient surety in the amount of Twenty-five Thousand ($25,000.00) Dollars that the execution of and any proceedings to enforce the judgment entered herein on February 21, 1956, be stayed, pending the determination of defendant's appeal from such judgment.

FRANK M. JOHNSON, JR.,
United States District Judge.

Filed Jun. 7, 1956.

BOND.

(Title Omitted.)

Know All Men By These Presents, that Colonial Life and Accident Insurance Company, a corporation, as Principal, and Glens Falls Insurance Company, as Surety, are held and firmly bound unto Sarah Ethel Wilson in the penal sum of Twenty-five Thousand ($25,000.00) Dollars, the payment whereof well and truly to be made unto the said Sarah Ethel Wilson, her heirs and assigns, jointly and severally, by these presents.

Yet Upon These Conditions: Colonial Life and Accident Insurance Company has filed notice of appeal to the United States Court of Appeals for the Fifth Circuit, to reverse or modify the judgment rendered by the District Court of the United States for the Middle District of Alabama, Northern Division, in the above entitled cause on February 21, 1956, and the order of the Court rendered on April 10, 1956, denying defendant's motion for a judgment non obstante veridicto and in the alternative for a new trial. Now the conditions of this obligation are such that if the said Colonial Life and Accident Insurance Company shall prosecute its appeal to effect and shall satisfy the judgment in full, together with costs, interest and damages for delay, if any, if for any reason the appeal is dismissed or if the judgment is affirmed, or shall satisfy in full such modification of the judgment and such costs, interest and damages as the said Circuit Court of Appeals may adjudge and award, then this obligation shall be null and void; otherwise to remain in full force and effect.

In Witness Whereof, Colonial Life and Accident Insurance Company, as Principal, has caused this bond to be executed and sealed by J. C. Judy, its Vice President, thereunto duly authorized; and Glens Falls Insurance Company, as Surety, has executed the same and caused its seal to be affixed, by its Attorney in Fact heretofore duly authorized on this the 11th day of June 1956.

COLONIAL LIFE AND ACCIDENT INSURANCE COMCOMPANY,
By J. C. JUDY, (L.S.),
Its Vice President, Principal.
GLENS FALLS INSURANCE COMPANY,
By W. F. HOLLAND (L.S.),
(Seal) As Its Attorney in Fact,
Surety.

Bond Approved June 21st, 1956.

FRANK M. JOHNSON, JR.,
United States District Judge.

Countersigned:

DOUGLAS B. FINCH,
Resident Agent, State of
Alabama.

Filed Jun. 21, 1956.

(Title Omitted.)

This day came the parties in open Court, by and through their attorneys, and moved the Court to extend the time for filing a transcript of the evidence and proceedings at the trial before the jury, under Rule 75(b), and both Plaintiff and Defendant join in the request.

It is, therefore, the Order, Judgment, and Decree of the Court that said extension be granted, and the time for filing the transcript of the evidence and proceedings at the trial before the jury, under Rule 75(b), be and the same is hereby extended for a period of one hundred thirty (130) days from April 27, 1956.

FRANK M. JOHNSON, JR.,
United States District Judge.

Filed Jul. 9, 1956.

Order dated 7/9/56 Transmitting Plaintiff's Original Exhibits to Court of Appeals; Omitted from the Printed Record, pursuant to Designations of Counsel as to Printing Record, copied at pages 1, et seq.

* * * * * * * *

ORDER.

(Title Omitted.)

It appearing to the Court that the exhibits introduced by the Defendant in this cause should be sent to the Appellate Court in lieu of copies thereof, it is the Order, Judgment, and Decree of the Court that the Clerk of this Court be and he hereby is directed to transmit in physical form and without copying to the Clerk of the United States Court of Appeals for the Fifth Circuit the following original exhibits introduced by the Defendant in this cause:

Exhibit 2: Blank form of "Official acknowledgment of receipt of series of checks";

Exhibit 3: Original premium record card;

Exhibit 4: Complete series and set of notices and stubs in blank;

Exhibit 5: A complete series of notices and stubs less the last notice, which was detached as it does not leave the office of Defendant;

Exhibit 6: Photograph of the witness Steigner, showing files, and holding open an open file of notices;

Exhibit 7: Blank copy of lapse notice;

Exhibit 8: Photograph of the witness Steigner, demonstrating an open drawer of card files;

Exhibit 9: Blank copy of four stub notices;

Exhibit 9(a): Complete series of notices and stubs, less the first premium notice, which is detached.

Exhibit 10: Blank copy of premium notice and series of checks and envelopes which go to policyholder;

Exhibit 11: Picture of Mrs. Rogers standing behind desk demonstrating IBM machines;

Exhibit 12: Picture of Mrs. Rogers sitting at desk demonstrating other IBM machines;

Exhibit 13: Complete series of notices and stubs, marked "John Doe, P.O. Box XYZ, Opp, Alabama";

Exhibit 13(a): Set of IBM cards on John Doe;

Exhibit 14: Blank series of checks to be signed by John Doe;

Exhibit 15: Picture of the witness, Mrs. Rogers, standing behind large machine;

Exhibit 16: Record of daily lapses for the month of September, 1954, containing entry on George Wilson;

Exhibit 17: Picture of the witness Maddox opening mail;

Exhibit 18: Picture of the witness Maddox depositing a package of envelopes in out-of-state mail receptacle;

Exhibit 19: Picture of the witness Maddox placing envelopes in stamping machine;

Exhibit 20: Picture of witness Maddox tying up mail;

Exhibit 21: Blank copy of Agent's Notice sent to the witness Morris;

Exhibit 22: Agent's notice of a series of premium checks;

And it is further Ordered that the above enumerated exhibits shall be received by the Clerk for the Circuit Court of Appeals and held by him for the use of the Court and counsel, without having the same printed as a part of the printed transcript of record on appeal; and it is, further,

Ordered, that after the termination of the proceedings on appeal, the Clerk of the afore-mentioned Court of Appeals shall return the aforesaid papers and exhibits to the Clerk of this Court.

Done at Montgomery, this 9th day of July, 1956.

FRANK M. JOHNSON, JR.,
United States District Judge

Filed Jul. 9, 1956.

APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION.

In the United States Court of Appeals, Fifth Circuit.

Colonial Life and Accident Insurance Company, a Corporation, Appellant,

vs. No. .....

Sarah Ethel Wilson, Appellee.

Come Colonial Life & Accident Insurance Company, a corporation, Appellant in this cause, and Sarah Ethel Wilson, Appellee in this cause, by and through their respective attorneys, and show unto the Court that on April 27, 1956, Appellant filed Notice of Appeal in the District Court of the United States for the Middle District of Alabama, Northern Division, appealing from the judgment rendered against it in this case. On May 4, 1956, Hon. Frank M. Johnson, Jr., United States District Judge, made and entered an order extending the time for filing the record on appeal and docketing the cause in this Honorable Court, said extension being for a period of ninety days from April 27, 1956. A copy of said order is attached hereto and marked Exhibit 1.

Because of the voluminous testimony in this cause, and because of the absence of interested attorneys and Court officials from the city, Appellant and Appellee desire additional time for the preparation of the record and the filing thereof in this Honorable Court. It is expected that this additional time will be used by the parties in an effort to agree or

stipulate as to what portions of the record will be printed, pursuant to the provisions of Rule 76 of the Rules of Civil Procedure.

Wherefore, Appellant and Appellee move this Honorable Court for an additional forty days for filing the record on appeal and docketing the cause in this Honorable Court, as required by Rule 73 (g), said extension making a total of 130 days from April 27, 1956.

Respectfully submitted,
STEINER, CRUM & BAKER,
Attorneys for Appellant.
TRUMAN HOBBS,
Attorneys for Appellee.

The undersigned hereby approves this request for extension, and believes it to be based on reasonable cause.

FRANK M. JOHNSON, JR.,
United States District Judge.

Filed Jul. 9, 1956.

APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF ALABAMA.

In the United States Court of Appeals for the Fifth Circuit.

Colonial Life & Accident Insurance Company, Appellant,

vs. No. .....

Sarah Ethel Wilson, Appellee.

It Is Ordered that the time for filing the transcript of record in the above entitled cause in this Court be extended for a period of forty days from July 26, 1956.

(Signed) WAYNE G. BORAH,
U. S. Circuit Judge For the Court.

July 13, 1956.

Filed July 16, 1956.

R. C. DOBSON,
Clerk.

CERTIFICATE.

United States of America,
Middle District of Alabama.

I, R. C. DOBSON, Clerk of the United States District Court, Middle District of Alabama, do hereby certify that the foregoing pages numbered One to Three Hundred Sixty-Three, both inclusive, contain a full, complete, true and perfect transcript of the proceedings on appeal in the case of Sarah Ethel Wilson, Plaintiff, versus Colonial Life & Accident Insurance Company, a Corporation, Defendant, Civil Action No. 1119-N of the Docket of said Court.

Witness my hand and the seal of said Court at the City of Montgomery, Alabama, on this the 30th day of August, 1956.

(Seal)

R. C. DOBSON,
Clerk, United States District Court, Middle District of Alabama.

UNITED STATES COURT OF APPEALS,

FIFTH CIRCUIT.

No. 16,290

VIRGINIA LIFE AND ACCIDENT INSURANCE COMPANY,
Appellant,

versus

SARAH ETHEL WILSON,
Appellee.

Appeal from the United States District Court for the
Middle District of Alabama.

APPELLANT'S PETITION FOR REHEARING
and
BRIEF IN SUPPORT THEREOF.

SAM RICE BAKER,
1009-25 First National Bank Building,
Montgomery, Alabama,
P. E. STEINER, III,
1009-25 First National Bank Building,
Montgomery, Alabama,
S. AUGUSTUS BLACK,
800 Palmetto Building,
Columbia, South Carolina,
Attorneys for Appellant.

STEINER, CRUM & BAKER,
Montgomery, Alabama,
McKAY, McKAY, BLACK and WALKER,
Columbia, South Carolina,
Of Counsel.

U. S. COURT OF APPEALS
FILED
AUG 9 1957
EDWARD W. WADSWORTH,

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UNITED STATES COURT OF APPEALS,

FIFTH CIRCUIT.

No. 16,290.

COLONIAL LIFE AND ACCIDENT INSURANCE COMPANY,
Appellant,

versus

SARAH ETHEL WILSON,
Appellee.

Appeal from the United States Court for the
Middle District of Alabama.

PETITION FOR REHEARING.

Comes Appellant Colonial Life and Accident Insurance Company and petitions the Court for a rehearing in this case and petitions the Court to reconsider and withdraw its opinion in this case and to set aside its order of affirmance in this case and to substitute therefor an order of reversal and as grounds thereof submits the following:

1. For that the Opinion of the Court restricts the assurances contained in the notices to "the Assured, unaware that his 'Series Checks' have gone astray" and the undisputed evidence in this case shows that as a matter of law the Assured had knowledge that his "Series Checks" had gone astray and took no action in the premises.

2. For that the Court assumes (p. 13) that the Assured was unaware that his Series Checks had gone astray when the undisputed evidence shows that during the period from July, 1941 through June, 1954, a check for the monthly premium of Ten Dollars ($10.00) had been duly presented to his bank, paid, and his bank balance debited and for the eleven (11) month period following June, 1954, no such check had been presented for payment, paid, or his bank balance debited, thus giving Assured notice as a matter of law that his checks had not been received and his premiums were not being paid.

3. For that the Opinion of the Court holds (p. 10) that "the Assured had no way of knowing that his checks had not been received" when the undisputed evidence shows that he was charged as a matter of law with knowledge that his checks had not been received.

4. Since the Opinion of the Court recognizes that the policy was a term policy which required a payment of a premium each month (Opinion p. 3, n. 1, n. 2), the Court should not have held that such payment of premium each month could be made by the mere mailing of twelve (12) pre-dated checks, which checks were never received by Appellant, nor cashed by it.

5. Since the Opinion of the Court recognizes the rule that a check is conditional payment only and does not constitute payment until paid (Opinion p. 3, n. 3) the Court should not have held that the insured could pay his premiums on this policy by mailing twelve (12) checks which were never received by Appellant, never cashed by it and never presented by it and were never in its possession so that it could determine whether or not it would accept such checks as unconditional payment.

6. For that the Court should not have considered the language of the second and third notices as evidence that Appellant agreed to accept the mailing of checks since

the record admissions of Appellee and the undisputed testimony of Appellee was that the insured never received a second and third notice and never became aware of any language used therein and could not have relied thereon.

7. For that the Court should not have considered the language of the second and third notices as giving the Assured assurances that this policy was in force when the admissions of record and the undisputed testimony shows that the language of the second and third notices were never brought to the attention of the Assured or Appellee.

8. For that the great weight and preponderance of the evidence establishes that the procedure established by Appellee was adequate to cover the situation where checks were mailed but not received.

Respectfully submitted,

SAM RICE BAKER,
1109-1125 First National Bank Building,
Montgomery, Alabama,

R. E. STEINER, III,
1109-1125 First National Bank Building,
Montgomery, Alabama,

S. AUGUSTUS BLACK,
809 Barringer Building,
Columbia, South Carolina,

Attorneys for Appellant.

STEINER, CRUM & BAKER,
Montgomery, Alabama,

McKAY, McKAY, BLACK & WALKER,
Columbia, South Carolina,

Of Counsel.

I hereby certify that the above petition for rehearing in this case is presented in good faith and not for purposes of delay.

.....

Of Counsel for Appellant.

I hereby certify that I have mailed a copy of this petition to the Honorable Truman M. Hobbs, Godbold, Hobbs and Copeland, Professional Center Building, Montgomery, Alabama, and a copy to the Honorable Frank J. Tipler, Andalusia, Alabama, postage prepaid this ... day of August, 1957.

.....

Of Counsel for Appellant.

BRIEF AND ARGUMENT.

1. The Opinion of the Court.

As we construe the Opinion of the Court in this case, the Court agrees with us on the following propositions of law, although it does not regard them as controlling in this case:

(1) That the policy is a term policy for one month, and requires the payment of a premium each month in advance as a condition precedent to maintain it in force (p. 3, notes 1 and 2).

(2) That in the absence of a clearly expressed intention to the contrary, a payment by check is conditional only, and is not paid until presented, honored, and cash is received thereon (pp. 3 and 4, n. 3).

(3) That the policy provision required payment in cash, and the Insurer could have insisted thereon if it had not by its system of IBM notices established the "Series Checks" plan.

(4) That no notice of lapse was necessary as a matter of law.

Apparently the Court is of the opinion that the IBM system of manifold notices and "Series Checks" set up by Insurer was at variance with the policy provision requiring payment in cash, and it bases its decision on the following provisions of the notices:

First Notice: "We are enclosing herewith a new series of checks for you to sign and return to this office, thus assuring that your policy will be kept in force for another 12 months period."

Second Notice: "By signing and returning these checks today, you can be assured that your future is protected.

If these checks have already been mailed please disregard this notice."

Third (Final) Notice: "If you have already mailed a series of checks on this policy please disregard this notice.

* * * * * * * *

"Payment of this premium must be tendered, and if mailed, your remittance must be postmarked not later than the last day of grace.

* * * * * * * *

"If Remittance Has Been Mailed Please Disregard This Notice."

In the concluding sentence of its Opinion (p. 13), the Court summarizes its holding in the following language:

"Until that is done, the Assured, **unaware that his 'Series Checks' have gone astray**, if he complies with those directions, has the benefit of those assurances."

2. Assured Had Notice That His "Series Checks" Had Gone Astray.

We should like to insist very earnestly that George Wilson was not an "Assured, unaware that his 'Series Checks' have gone astray." We submit that as a matter of law and fact he was charged with notice that his "Series Checks" had gone astray.

Plaintiff introduced as Exhibit No. 2 a series of canceled checks covering the years 1951-2. Plaintiff introduced as Exhibit No. 14 a series of canceled checks covering the years 1952 through June 30, 1954. Each of these canceled checks showed that it was stamped, "For Deposit Only," and showed that it had been cashed and cleared insured's bank and was paid. These checks had each and every one been returned to assured's bookkeeper, Velma Campbell. Appellee herself testified that the canceled checks "came

in each month" (R. p. 116). Miss Campbell, assured's agent and bookkeeper, testified (R. p. 143) that through June, 1954, each month she got from assured's bank his canceled checks, and that each month through June of 1954 there was among these checks a canceled check in the sum of $10.00 as premium payment on this policy. She further testified that during the period from July 1, 1954, through the month of June, 1955, when Mr. Wilson met his death, she did not find a single canceled check for the premium on this policy.

Under Alabama law, the knowledge of an agent acquired during agency is knowledge to the principal, as a matter of law, and this is a rule of substantive law and not of evidence. We find the rule thus stated by the Supreme Court of Alabama in the leading case of **Hall, etc., Co. v. Brown, etc., Co.**, 174 Ala. 190, 202, 56 So. 726 (1911):

> **"Constructive notice to the principal through the actual knowledge of the agent is not a rule of evidence, but one of substantive law. Given notice to or knowledge of the agent, received while so acting, and the principal is conclusively bound by it; not because he ever knows it in fact, because his actual knowledge is utterly immaterial, but because as to the thing the agent is doing the agent is in law the principal, and the principal is in law the agent. Their legal identity is complete."** (Emphasis ours.)

A more recent and perhaps even stronger statement of the rule is found in the case of **Tenn. Valley Bank v. Williams**, 246 Ala. 563, 566, 21 So. 2d 868 (1945):

> **"When notice comes to an officer or agent in transacting the business of the principal in the scope of his authority, the constructive notice drawn is conclusive. It is said to be so because in respect to the transaction of such business, the agent is for that purpose in law identified with his principal."**

Again, the Court said in the case of **Williams v. Fundaburk**, 237 Ala. 30, 32, 185 So. 383 (1938):

> "The knowledge of an agent may be imputed to the principal as a matter of law, creating an incontestable presumption; but that arises only when the agent acquires the knowledge as an incident to the transaction of the business of the principal." (Citing authorities.)

In **Life & Casualty Ins. Co. of Tennessee v. Crow**, 231 Ala. 144, 147, 164 So. 83, the Court said:

> "It is a well-established general doctrine in the law of agency that notice to an agent while engaged in the business of the principal, acting within the scope of the agent's authority in respect to a transaction depending, is imputed to the principal, and when the principal adopts the acts of the agent, he does so in the light of such imputed notice." (Citing numerous authorities.)

This same statement was quoted with approval in **National Union Ins. Co. v. Morgan**, 231 Ala. 640, 166 So. 24 (1936).

The rule was recognized and approved in passing by this Court in the cases of **Connecticut Fire Ins. Co. v. Commercial Natl. Bank**, 87 F. 2d 968 (5th Cir., 1937); **Alex Hyman & Co. v. Hay**, 277 F. 898, 901 (5th Cir., 1922).

It is undisputed that the bookkeeper was acting in and about her authority and employment in examining the insured's checks and keeping up his check book and handling his bank account. It is undisputed that she knew that the checks came in regularly up to and including June, 1954, and that for eleven consecutive months thereafter no check appeared. It is therefore undisputed that she knew that the checks had stopped coming in. Whether she in fact reported this information to the insured is of

no consequence. Under the Alabama cases above cited she is identified with her principal as one (**Williams** case, *supra*). Wilson is conclusively bound by it, under a rule of substantive law (**Hall** case, *supra*). This presumption is "incontestable" (**Fundaburk** case, *supra*).

But that is not all. The Court apparently held that George Wilson was entitled to the "assurances" quoted above in the Second and Third Notices. We shall discuss this in more detail *infra*. If Wilson is entitled to the benefit of the assurances contained in said notices, then he must take these notices *cum onere*. The Second Notice contained this plain and unequivocal statement: "**To date we have not received the new series of checks which were sent to you** in the past few days."

The Third Notice contained this language: "**Some time ago we sent you a new series of checks to be signed. To date we have not received those checks.** In case those checks have been lost, we are enclosing another series."

It is true that these same notices contained the statements advising Assured to disregard them in case the checks had been mailed, which we have quoted above and will not repeat here. It is our contention that, coming after the plain statements last quoted above to the effect that the checks had not been received, these latter statements could only be interpreted by any reasonable man as meaning that if the checks had been mailed by the assured so as to cross in the mails with the notice, then the notice should be disregarded. If the Insured had mailed them a sufficient time back, so that in the ordinary course of business they should have reached Columbia, then of course he should have heeded the advice that the checks had not been received, and made inquiry. In the light of the hindsight of the experience of this case, and the light of the able argument of Appellee's counsel, which has been approved by this Court, we must concede that it would

have been preferable if the company had spelled this out by language along the following lines:

> "If you have already mailed the series of checks on this policy so as to cross in the mail with this notice, please disregard this notice."

However, we submit that in view of the plain statement that the checks had not been received, an Assured who had mailed them some time before so that in due course of business they should be at Columbia when the notice was mailed must heed this warning and make inquiry concerning the checks.

We, therefore, have an agent with knowledge that the checks had stopped coming in and were not being cashed, which knowledge is conclusively "and incontestably" imputed to her principal, and a principal who has been twice advised that his checks were not received and was put on inquiry, and this is all in addition to the fact that he did not have an "Official Acknowledgment Receipt for Series of Checks," and had received a personal visit from Agent Morris advising him specifically that the checks had not been received.

3. The Evidence as to Appellant's Procedure and Notices.

It seems to us that in all fairness to either or both parties, the Court should consider the procedure and IBM manifold notices either under the testimony of the Appellant or under the testimony of Appellee. Indeed, the evidence impels such a position, for any other would have no support under any aspect of the evidence. We have pointed out several times in our previous briefs (Original Br. pp. 12-13, 36-37, Reply Br. p. 17) that by a formal Admission of Record (R. pp. 29-31, 69-71, 82) Appellee received only the First Notice, and she claims not to have received either the Official Acknowledgment Receipt for Series of Checks, or the Second or Third Notices during

the year 1954. She testified further that in 1954 and all previous years the checks were mailed promptly after receipt of the First Notice (R. pp. 115-116, 128). She further testified that she was the only one who got or handled the literature from Appellant, and that she never read them (R. pp. 123-5). In the light of this plain testimony on the part of Appellee, plus her Admission of Record, by which she is bound, we do not see how this Court can find that Appellee or the Assured received any "assurances" from the language of any notice other than the First. There is not a scintilla of evidence in the Record to support such an assumption.

We therefore think that Appellee must base her case and her "assurances" solely on the language of the First Notice.

Appellee's counsel and the Court's Opinion can find only a single "assurance" in the First Notice, viz.:

> "We are enclosing herewith a new series of checks for you to sign and return to this office, thus assuring that your policy will be kept in force for another 12 months period."

The Opinion of the Court (p. 11, n. 10) summarily disposes of the case of **Ripy v. Cloverleaf Life & Cas. Co.**, (5th Cir.), 9 F. 2d 324, with the following language:

> "(but which we consider did not deal with the situation of this record)."

We earnestly request the Court to reconsider the **Ripy** case, which we contend does deal with the situation "of this record", and deals with "assurances" far stronger than the sentence we have quoted from the First Notice, or for that matter, than the language of all the Notices. The "assurances" in the **Ripy** case were not set out in the opinion, but while in New Orleans for the oral argument of this case we examined the original record in the **Ripy**

case. While it is true that in the **Ripy** case the policy had lapsed, and the question was one of reinstatement, nevertheless by specific correspondence the insurer was establishing a procedure for reinstatement, which to some extent differed from the policy provisions. The assurances and procedure are set out at pages 54-5 of the Record. It appears from the testimony of a witness for the insured, Miss Eutha Hernshaw, that prior to the lapse of the policy on May 10, 1924, they mailed a letter to the Assured saying that her premium was due on May 10th, and suggesting that she mail her check immediately. She did not do so, and after lapse and with reference to reinstatement, the Insurer wrote the following letter on July 23, 1924:

"Dear Policy Holder:

"Pardon abruptness, but you've forgotten this quarter's premium on your 'Century Net Cost Policy.'

"We hope you will hustle the premium right along. Let's keep this protection in force every day. Every month our company pays thousands of dollars to disabled policy holders who the month before were in perfect health and didn't expect to get sick or hurt.

"You may have avoided the accidents and diseases of yesterday, but how about those of tomorrow?

"Thanks in advance for your attention right now while you think of it.

"Yours for complete protection.

"(sgd) Cloverleaf Life & Casualty Company,
A. L. Strandberg,
Assistant Secretary.

"The policy was sold to you at net cost—our special introductory advertising offer. You cannot replace it except at materially increased price.

"ACT NOW."

The insurer then wrote the insured as follows:

> "Surely you want to make provision against accident or disease that may come this year, this month, or this very day. **Your CLOVERLEAF policy will protect you. Make provision by mailing us your check for $9.00 today.**" (Emphasis ours.)

On July 27, 1924, in response to these letters, a premium payment was mailed to the company. The insured died by accidental means on August 3, 1924. In the usual course of post the letter with the premium payment, mailed July 27th, should have reached the company prior to the death of the insured on August 3rd. Insurer's evidence showed that the check was not received until August 9th. The beneficiary contended that the mailing of the premium on July 27th in response to the specific instructions from the insurer reinstated the policy. The court declined that contention and held that the mailing of the check did not constitute a reinstatement. We submit that in the **Ripy** case, as in this case, the insured specifically followed a procedure outlined by the insurer. We submit that in the **Ripy** case the assurances given by the insurer that the assured would have immediate and continuous protection were much stronger than the assurances in this case. We submit that the **Ripy** case is in point and is in direct conflict with the holding in the case at bar. In each the assured did what the insurer told him to do. In the **Ripy** case the insurer was held entitled to the affirmative charge, and in the case at bar the Opinion of the Court allows the beneficiary to recover. The **Ripy** case specifically rejected the doctrine of "payment by estoppel."

We reinvite the Court's attention to the case of **National Life Ins. Co. v. Goble**, 70 N. W. 503 (Neb., 1897), wherein the assured complied exactly with instructions from the insurer as to payment of premium. The court there held that the language of the notice "amounted to a request

at most." This case was discussed and quoted from in detail in our original brief (pp. 37-8), and will not be repeated here.

If the Court declines to limit the "assurances" to the one statement in the First Notice, which Appellee states was the only one that they acted under, then the only other evidence in the case as to the procedure is Appellant's evidence, which consists of evidence of its entire procedure and entire notices prepared in manifold on the IBM machines. We have always contended that the great preponderance of the evidence showed that this system was entirely fool-proof and impelled the conclusion that it was followed. Our contention finds support in the following language of the Opinion of the Court, on pp. 4 and 5:

> "It was the result of an adoption of a comprehensive plan by which, as far as possible, the thousands of recurring items of an insurance company could be performed by or through the miraculous capacity of IBM machines.
>
> * * * * * * *
>
> "Thus, twelve days prior to the anniversary date (here July 31, 1954), almost as though this Artzybasheffian marvel had reached down to pluck it out of the file, a First Notice was mailed to the assured. This notice, as well as the Second Notice and the Third, Final Notice, were prepared in manifold form from punch cards by the IBM printer and sorter."

The Opinion of the Court therefore recognizes the efficiency of the system. It should not be overlooked and the Opinion of the Court acknowledges (p. 10, n. 7), that the Official Acknowledgment of Receipt of a Series of Checks was prepared and printed in the same manifold as the notices. This document is the key to the entire procedure. The Opinion states (p. 10, n. 8) that there was evidence

from policyholders to create a jury issue that this notice was not sent, but it is the same type of negative evidence of Appellee which indicates that the Second and Third Notices were not sent. We therefore contend that Appellant's procedure must stand or fall in this case either upon the communications which Appellee states she received, or upon the communications which the overwhelming evidence of Appellant show were sent.

The Second and Third Notices were all sent at a date calculated to get an insured to send his checks back to the Home Office in ample time to insure **that the premium would be paid in cash at the Home Office prior to the expiration of the grace period**—this in strict accord with the policy provisions.

There is this single exception in the Third (Final) Notice:

> "Payment of this premium must be tendered, and if mailed, your remittance must be postmarked not later than the last day of grace."

The Opinion of the Court (pp. 8-9) lays much stress on this exception. We conceded on oral argument, and we concede here, that since this statement was signed by an officer of the company (J. Clifton Judy, Treasurer), it extended the grace period a sufficient time for the checks to be received, deposited for collection and cleared. **BUT, upon receipt of these checks**, the Assured would then receive an "Official Acknowledgment Receipt for Series of Checks," which contained this plain language:

> "The acceptance by the company of a premium past due is to be taken as an act of grace and not as a precedent nor a waiver of any of the policy conditions."

In addition, this Official Acknowledgment Receipt of Series of Checks contained the following language, which

consists entirely with the provisions of the policy and with the well-recognized rule of the acceptance of a check in payment:

> "The check, draft or other instrument given in payment of the premium is accepted for collection only, and such check, draft or other instrument shall not operate as payment until the Company actually receives the face amount thereof in cash."

Every witness who testified in this case concerning this Official Receipt, including Appellee, admitted that they did not read the notices, and admitted that they had received documents similar in form and appearance to the Official Acknowledgment of Receipt of Series of Checks (Appellee, R. p. 128; Benson and Cannon, R. pp. 133-137). We contend that the system is fool-proof, and we contend that it is sufficient to cover the situation where checks have gone astray. There is first the plain provisions of the policy requiring payment in cash at the Home Office, and which provide that the only evidence binding on the company is an "Official Receipt." The Opinion of the Court recognizes that we are entitled to require a literal compliance with this provision, if we did not mislead the assured by setting up a different procedure. We earnestly contend that the "Series Checks" plan is in no way inconsistent or at variance with the policy provisions, but, on the contrary, implements these provisions in a way that benefits both the Assured and the Insurer. It provides a procedure by which the Assured may receive his Official Receipt as provided in the policy, which when coupled with his canceled check is conclusive evidence of the payment of a premium. It provides a procedure under which the Insurer, with the sole exception of the one extension of the grace period which we have previously dealt with, can receive its premiums in cash at the Home Office prior to the expiration of the grace period. It provides a procedure by which an Assured who does not mail his checks, or who mails them

and they go astray, receives two notices and a visit from the agent, advising him that his checks have not been received. (We have previously dealt with the apparent inconsistency of the language of these notices.) The visit of the agent of necessity eliminates all doubt and ambiguity in the Second Notice.

We submit from the above that our procedure was as fool-proof as modern innovations can make it. We submit further that there is no system which can protect an Assured who does not read his policy provisions, does not read or retain his Official Receipts, pays no attention whatsoever to his canceled checks for a period of eleven months, and does not heed a personal visit from the agent.

In the Opinion of the Court (p. 11, n. 11) as to the handling of the checks by the Insurer, the Court states:

> "It is immediately credited to the policyholder's and the writing agent's accounts, even though it has not yet been cleared and accepted by the drawee on presentment."

This is not in accord with Appellant's undisputed testimony. A notation is made on the premium record card that the series of twelve checks has been received (R. p. 166). However, they are not carried in the assets of the company in any way (R. p. 166). The right to stop payment is recognized and enforced (R. p. 167), and the agent is not allowed any commission on them (R. p. 167). The checks are filed and are not deposited for collection until they become due (R. pp. 184-5). Of course, if a check is dishonored, then Assured is immediately given notice, so that he can make the default good when it is redeposited during the grace period. If the cash is not received during the grace period, the checks are returned to the Assured and the policy is canceled (R. p. 164). The situation dealing with a Check Series postmarked on the last day of grace has already been covered.

4. Payment by Estoppel.

We regret that the limitations of our advocacy have caused the Court to regard our attempts to distinguish the "forfeiture" cases from this case as grounded on subtlety and not on substance (Op. p. 11, n. 11). To us the distinction is real and implicit in the fundamental concepts of insurance policies and other contracts. When this Court concedes (as it does, Op. p. 3) that the policy here is a term policy, effective only for thirty (30) days, and that the **payment** of a premium is essential to give it vitality for an additional thirty (30) day period, it of necessity holds that the payment of the premiums for each thirty (30) day period is a **condition precedent** to the existence of the contract. Absent the payment, the contract expires of its own weight and **no affirmative action on the part of the Insurer is necessary**. (Cases cited Op. p. 3, n. 3).

On the other hand the "forfeiture" cases involved **unconditionally continuing** contracts; the forfeiture provisions were each **conditions subsequent**; they each required affirmative action on the part of the Insurer (or Creditor) and **their sole purpose was to enforce payment**. Now in each of the "forfeiture" cases (except **Kenyon v. Knights Templar**, 122 N. Y. 247, 25 N. E. 299; and **Guilfoyle v. National Life**, 55 N. Y. S. 236, whose correctness we do **not** concede) **the Insurer (or Creditor) had his payment before loss and no reason existed for enforcing the forfeiture**. The payment had arrived late but in each case the Assured (or Debtor) had followed a procedure which the Insurer (or Creditor) had established and the Court held that the Insurer (or Creditor) was ESTOPPED from asserting a FORFEITURE of the policy (or contract) for breach of a CONDITION SUBSEQUENT.

Now when the Court concedes that payment is a **condition precedent** to the existence of the policy (Op. p. 3) and concedes further that the Insurer is entitled to in-

sist on a strict compliance therewith, but did not do so (Op. p. 4) it is applying the doctrine of **estoppel** to create a contract where none existed. This is contrary to the Law of Alabama and of the Fifth Circuit. The Court cites only the Alabama case of **Travelers Insurance Co. v. Brown**, 138 Ala. 525, 35 So. 563, which we have made plain in our prior briefs is a forfeiture case. The Alabama Supreme Court expressly refused to acknowledge any doctrine of "payment by estoppel" in the following language at page 527:

> "The check was not received and the premium was not paid . . ."

Neither Alabama nor the Fifth Circuit has ever recognized a "payment by estoppel." The distinction which we have tried to make is that if an Assured has a **continuing** contract which is subject to forfeiture by affirmative action for non-payment of premiums as a breach of condition subsequent, the Insurer is ESTOPPED from insisting on a forfeiture where it has established a procedure which the Assured followed and where the procedure resulted in the Insurer receiving payment before loss but not in time within the strict letter of the contract. To apply this doctrine to the instant case where **payment** is a **condition precedent** to the existence of the policy would extend coverage by estoppel where none existed. It would violate the fundamental rule of Alabama and the Fifth Circuit that the doctrine of estoppel applies only to the forfeiture of policies for breach of **conditions subsequent** and cannot be applied to afford coverage where none existed (Orig. Br. pp. 16-17, 30).

Heretofore, in the cases relied on by Appellee and cited by the Court (Op. pp. 10-11, n. 10), the doctrine of "payment by estoppel" has been limited to cases involving forfeitures of continuing contracts for breach of a **condition subsequent**. Even the New York Court of Appeals with the **Kenyon**, **Guilfoyle** and other cases as precedents, did not

invoke this doctrine, or cite these cases, where a term policy was involved and payment was a condition precedent. [See **Dulberg v. Equitable Life**, 277 N. Y. 17, 12 N. E. (2d) 554.] This Court specifically declined to apply it in the **Ripy** case. The Alabama Supreme Court carefully limited it as above discussed in the **Brown-Travelers** case. It has been impliedly rejected by this Court and the Alabama Supreme Court in the term policy cases cited under Prop. II 1 of our original brief (p. 16) and in the Opinion of the Court (p. 3, n. 2). It should not be extended to term policies where a payment in cash is a **condition precedent** to the existence of the policy. *A fortiori*, it should not be applied in the instant case to eleven (11) **conditions precedent** under circumstances where the Assured ignored two notices, a visit from Agent Morris, and eleven (11) bank statements which gave him knowledge that his checks had not been received and were not being cashed.

5. Conclusion.

The Opinion of the Court in this case is very thorough, indicating that the Court had given it careful attention and study. We know that the Court is reluctant to change its mind or grant rehearing. However, this is in reality a case of first impression in that no case has been found where a "Series Checks" plan similar to Appellant's has been considered. The applicable legal principles have been settled by the Opinion of the Court and are not seriously in dispute. We contend that the Court has not correctly applied them to the facts of this case. We submit that the Opinion of the Court is an unwarranted and dangerous extension of the doctrine of "payment by estoppel." We submit that this extension is particularly unwarranted in this case for Appellant's procedures consist with and implement its policy provisions and we do not have "an Assured, unaware that his 'Series Checks' have gone astray." Eleven (11) bank statements and sets of cancelled checks,

two Notices and a visit from Agent Morris gave him both notice and knowledge that his checks had gone astray, had not been received and were not being cashed. We earnestly ask this Court to reconsider.

Respectfully submitted,

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I hereby certify that I have mailed a copy of this Brief to Honorable Truman Hobbs, Godbold, Hobbs and Copeland, Professional Center Building, Montgomery, Alabama, and a copy to Honorable Frank Tipler, Andalusia, Alabama, postage prepaid, this ..... day of August, 1957.

.....
Of Counsel for Appellant.